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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

THE CHAMBER work before Mr. Justice CHITTY has recently been exceptionally heavy. In one week the learned judge was compelled to sit two days, instead of one, to dispose of the cases adjourned to him.

IT IS UNDERSTOOD that Mr. JACKSON and Mr. PUGH, respectively, will be the Chancery Registrars in attendance during the first and second parts of the Long Vacation, and that Mr. WALKER will be the Chief Clerk in attendance at Mr. Justice NORTH'S chambers.

THE ARRANGEMENTS for the meeting of the American Bar Association, which is to be attended by the Lord Chief Justice, Sir FRANK LOCKWOOD, Q.C., and Mr. MONTAGUE CRACKANTHORPE, Q.C., are now complete. Lord RUSSELL is on the 20th of August to deliver an address to the Association on "International Arbitration"; and on the same evening Mr. CRACKANTHORPE is to read a paper on "The Uses of Legal History." The Lord Chief Justice and his companions will leave by the *Umbria* on the 8th of August.

BY THE Life Assurance Companies (Payment into Court) Act, 1896, it is provided that any life assurance company may, subject to rules of court, pay into the High Court, or in Lancashire, either into the Palatine Court or the High Court, any policy moneys in respect of which, in the opinion of the directors, no sufficient discharge can otherwise be obtained. We print elsewhere a set of Rules of the Supreme Court which have been made under this Act. Rule 1 specifies the matters which are to be contained in the affidavit to be made by the secretary or other authorized officer on paying money into court. Under rule 2 the company is not to deduct any costs or expenses of or incidental to the payment into court. Persons claiming to be entitled may apply in the Chancery Division by petition, or, where the amount does not exceed £1,000, by summons (rule 5); but the petition or summons is not to be served on the company except when the applicant asks for payment of a further sum or of costs by the company (rule 7). The rules have been certified as urgent, and are to come into

operation to-day (August 1); but by virtue of section 2 of the Rules Publication Act, 1893, they are provisional only, and permanent rules will have to be made in the ordinary way.

From time to time we have called the attention of our readers to the operations of the Committee of Judges who were understood to be engaged in the work of revising the Rules of Court. We expressed grave doubts whether, in a work requiring a thorough knowledge of technical details, sufficient practical assistance had been obtained; and we welcomed the report that, though at the eleventh hour, competent official assistance had been secured which is likely to make the result of the deliberations of the Committee a satisfactory piece of work, adapted to the needs and requirements of the profession. The profession meantime are awaiting with no inconsiderable anxiety the result. If, however, we are to believe the oracle of Printing House-square, we and our readers have alike misunderstood the aim and object which the Committee have had in view. On Tuesday last our respected contemporary, in a leading article, informed an astonished world that a committee, "an emanation of the Rule Committee, presided over by Lord Justice Lindley, has been engaged for many months in compressing, condensing, and sifting the mass of fortuitous rubbish known as the 'Annual Practice.'" So that, if we are to believe this latest authority, two very eminent judges have been devoting their energies for months past (and have with that object for one whole week absented themselves from their judicial duties) for the sole purpose of editing "The White Book." "Pro-digious"!

Seldom has a more daring objection been taken in a court of justice by counsel of high position than the objection taken by Sir Edward Clarke in the *Jameson case* when he denied the right of the presiding judge to question a witness as to an apparent discrepancy between the evidence he had just given and his deposition taken before the committing magistrate. In most criminal cases the brief for the prosecution consists in substance of nothing more than the indictment and the depositions. It is by no means uncommon for a prosecuting counsel in his examination of a witness for the Crown to receive an answer exactly opposite to what he expected from the deposition before him. As he cannot cross-examine his own witness, it is often very difficult, or impossible, to get any explanation of this; and if the answer is favourable to the accused person, of course the defending counsel will not touch the point in cross-examination, as he would run the risk of spoiling the effect of the answer, and also would give his opponent an opportunity of returning to the matter in his re-examination. What, then, is the position of the judge? Surely, when he has before him under the witness's hand a sworn statement contradictory to what he has just heard the witness swear to the truth of, it is the duty of the judge for the sake of justice to clear up the matter if he can. The witness has either made a mistake on one of the two occasions when he has given evidence, or else he is committing perjury; and no judge would be justified in allowing such a statement to go to the jury without attempting to get an explanation, when he knows that the witness has previously sworn to precisely the contrary effect. The rule of evidence which forbids leading questions prevents the prosecuting counsel from clearing up the matter, his duty to his client prevents the other from doing so, but neither the one motive nor the other affects the judge. Of course a judge must not ask any question the answer to which would not legally be admissible in evidence, but subject to this, he may ask any question in any form, and the rules as to leading questions cannot in any way bind him. Any question that either counsel can ask at any stage of the proceedings may be put by the judge. In reply to Sir Edward Clarke's objection, the Lord Chief Justice claimed that the court has absolute discretion to ask any proper questions whatever, and his learned colleagues, without hesitation, supported this claim. Probably every judge in England who presides at criminal trials frequently takes the course objected to. If it were otherwise, untrue statements would often be allowed to go to the jury unchallenged, and perjury in witnesses favourably inclined to the accused would be greatly encouraged.

Recent observations by Sir Edward Fry on the subject of commissions have drawn fresh attention to the subject; and an evening journal has condemned the practice of solicitors sharing with stockbrokers the commission on sale of stocks or shares. The writer can hardly have been aware that the result of the practice is neither to increase the stockbroker's commission at the expense of the client nor to deprive the client of the benefit of such commission. If the solicitor refuses to receive the share of the stockbroker's commission, the client has to pay the full commission. Moreover, as the practice is adopted by all stockbrokers, it has no tendency to induce the solicitor to employ one rather than another. It is true that the solicitor may, if he thinks proper, receive the share and place it to his client's credit, and this practice, we believe, is adopted by some solicitors; but the result is either to leave the solicitor without remuneration for the trouble of instructing and consulting with the broker and remitting to him the cash, or to swell the solicitor's bill by items for these matters, which, in small transactions, may amount to more than the moiety of the broker's fee. There is not much to be made out of this matter; but it is tolerably clear that efforts are being put forth at present to induce solicitors to adopt much more questionable practices. In the course of the present week correspondents have sent us two specimens of these attempts. One is from a firm of country auctioneers to the following effect:

"We respectfully beg to offer our services for valuations, surveys, sales by auction, &c., &c., in and around ——, and are prepared to allow solicitors and other professional men *one-third of the fees or commission* [the italics are in red ink] received for business transacted through their introduction. Trusting to receive your esteemed commands."

The other is from an enterprising colonial solicitor, who says that he

"is prepared to undertake the management or winding-up of estates in the —— colonies. The investment of moneys on good security at higher rates than those obtainable in England. The realization of investments. The enforcing of all legal and equitable claims. The investigation and report on mining, trading, and financial companies, and all other legal or financial business. The usual agency allowance to solicitors."

The line as to commissions, as it seems to us, should, at all events, be drawn at this. Is the commission meant to induce the solicitor to employ a person of whose qualifications he knows nothing, in preference to another person whom he knows to be well qualified to transact his client's business? If this is the object of the commission, it should be unhesitatingly rejected.

If a man be guilty of mere negligence, and his act or omission is the cause of bodily injury to another, he is liable at common law only to a civil action for damages; but if the injury result in the death of the person hurt, he may be indicted for manslaughter. Thus, the chief engineer of one of her Majesty's ships was this week committed for trial for the manslaughter of a stoker who was killed by the bursting of a boiler, the coroner's jury being of opinion that the death was caused by the negligence of the defendant in not discerning the faulty condition of the water gauges. If the stoker had only been badly scalded and not killed, no criminal charge could have been brought against the engineer. In some few cases however, by statute, a person whose negligence has caused personal injury only to another, may be guilty of an indictable offence. Thus by 24 & 25 Vict. c. 100, section 35, "Whosoever having the charge of any carriage or vehicle shall, by wanton or furious driving or racing, or other wilful misconduct, or by wilful neglect, do or cause to be done any bodily harm to any person whatsoever, shall be guilty of a misdemeanour. . . ." Under this section two young men were indicted last week and tried before Sir Peter Edlin at the London Sessions for causing bodily harm to a little boy of five years old. The defendants were riding a tandem bicycle, and knocked the child down, breaking his leg and inflicting other injuries. Now it has been held by the High Court in *Taylor* v. *Goodwin* (27 W. R. 489, 4 Q. B. D. 228) that a person riding a bicycle at an excessive rate of speed may be convicted of "furious driving," and so it would have been hopeless to have argued that the offence alleged against the defendants did not come within this section. The evidence as to speed was very conflicting, some witnesses swearing that the rate at which the defendants were travelling when

the accident happened was as much as twenty miles an hour, others putting it as low as four miles an hour. The jury could not agree on the count charging them with furious driving, but found them guilty of wilful misconduct as drivers, on the ground that they should not have been riding without a brake. So many people now ride bicycles, and so many of these use machines without brakes, that this finding is of extreme importance to cyclists. What one jury finds another may find. Every cyclist should therefore now take notice that if he rides without a brake, that fact alone (irrespective of pace) may be found to be misconduct or negligence sufficient to bring him within the criminal law if he is so unfortunate as to hurt any person. There is no law that a bicycle must be provided with a brake, and so everyone has a right to ride without one if he chooses. If, however, whilst riding without a brake he does harm either to person or to property which might in the opinion of a jury be avoided by the use of a brake, he runs the risk of being held guilty of negligence.

THERE IS an interesting and valuable article in *Temple Bar* this month by Master MACDONELL on Lord BRAMWELL, compiled from original sources, and constituting a very complete estimate of that great judge. The writer, of course, lays stress on his influence in shaping the great change in English law which was effected after the passing of the Common Law Procedure Acts. "He was," he says truly, "one of the great masters of the common law in days when a strong judge might do much to mould its shape. In 1852 the Statute Book looked much larger than it really was. Many of the statutes were repealed, in whole or in part, or were obsolete; others dealt with ecclesiastical, fiscal, or technical matters; large regions of national life were untouched by legislation; there was plenty of scope for judge-made law, and, with all respect to BENTHAM, it was not the worst part of our law. Lord BRAMWELL did not neglect his opportunity, and he helped to shape in no small degree legal doctrines as to negligence, fraud, the law of agencies, rescission of contracts, and the measure of damages." But it is to the performance of his routine duties as a judge that the most interesting part of the article relates. Full justice is done to his gift of lucid and terse enunciation of principle and his practical sagacity in dealing with matters. He was at his best in directing juries: "Perhaps no judge was ever more at home with a jury than Baron BRAMWELL; and if the case were intricate, and the special jury an unusually good one, a trial under his guidance was all that a lover of justice could desire. He was not blind to the faults of juries. 'If juries had to give the reasons for their verdicts,' he once said, 'trial by jury would not last five years.' He did not think a jury of farmers, 'who are very much fatigued from being taken and shut up in a hot room,' were so capable judges of facts as men trained to sift and weigh them. But the institution was to be defended if only because it popularized the administration of the law."

BARON BRAMWELL, continues the writer, "was never weary of denouncing the persistent unfairness of juries to railway companies; and he well knew their ability to misunderstand everything done and said by judge, counsel, and witnesses. With the assistance of a special jury, he once tried at assizes an action of trespass or ejectment, the question in dispute being whether the lord of the manor or an adjoining owner was entitled to certain strips of land at the side of a road. Maps, plans, and conveyances threw little light on the matter, and many witnesses were called to prove acts of ownership. One of the witnesses was the surveyor of highways. The evidence was nicely balanced, and the learned baron took great pains to sift it, and to explain to the jury the effects of the acts proved. To his surprise, they promptly and confidently, in this obscure and difficult case, returned a verdict for the defendant. On leaving the assize town, the judge found himself in a railway carriage with one of the special jurymen. 'Well, you gentlemen,' he said, 'had not much trouble in arriving at a verdict.' 'Oh dear no!' was the reply. "After your summing-up as to those acts of ownership, it was quite clear to us that the real owner of the land was the surveyor of highways!'" One matter is mentioned in the article which is quite new to us: "The office given, to the great scandal of lawyers and laymen, to Sir ROBERT COLLIER had been previously offered to three judges. So much was stated in the debates in Parliament in 1872. It was not generally known that the appointment was offered to Sir GEORGE BRAMWELL. The correspondence with Lord SELBORNE and Mr. GLADSTONE on the subject is before me, and is honourable to all concerned. Baron BRAMWELL wished time to consider; the Government asked for a prompt answer. In the end he declined to take the office on the conditions offered."

THE CASE of *Re Earl of Devon's Settled Estates* (reported elsewhere) raised a difficult question as to the application of the Statutes of Limitation. The facts were simple. A tenant from year to year, under a verbal agreement, of land belonging to the Devon Settled Estates remained in possession for more than twelve years, beginning in 1876, without paying any rent or giving any acknowledgment. Under the settlement of those estates (in the event) the estates were limited to A. for life, remainder to B. for life, remainder to such uses as A. should by deed or will appoint. This power of appointment was exercised by A.'s will. A.'s right to recover was barred shortly before his death. B., who succeeded him, died, without having recovered the land, in 1891. The question was whether the estate of A.'s appointees, which thereupon came into possession, was barred or not. That in the main depended on whether the case fell within the 1st or the 2nd section of the Real Property Limitation Act, 1874. The 1st section enacts that no person shall bring an action to recover land but within twelve years next after the time at which the right to bring such action shall have first accrued to some person through whom he claims. By the 1st section of the Real Property Limitation Act, 1833, which by virtue of the 9th section of the Act of 1874 is read with that Act, the person through whom another person is said to claim shall mean any person by, through, or under, or by the act of, whom the person so claiming became entitled as (*inter alia*) appointee; and, as was said by TINDAL, C.J., with regard to the analogous enactment in 1833 in *James* v. *Salter* (3 Bing. N. C. 544), "that the case must have been governed by the section, if that section had stood alone, cannot be doubted." The language completely covers the case, and the statute, running on this view from the accruing of A.'s right in 1876 against A.'s appointees as persons claiming through A., would have barred their estate. And such a result, it might be thought, would have been consistent with the general policy of the legislation. But CHITTY, J., while expressing an opinion that some restriction was required to be placed on the term "appointee," did not decide the case on that ground. In his lordship's opinion, consistently with *James* v. *Salter*, the case fell within the 2nd section of the Act of 1874 as the enactment specially dealing with cases in which a doubt or difficulty might occur as to the time when the right to bring an action accrued, and not within the 1st section at all. The 2nd section of the Act of 1874 enacts that a right to bring an action to recover land shall be deemed to have first accrued in respect of an estate in remainder or other future estate at the time when the same shal become an estate in possession by the determination of any prior estate (notwithstanding the claimant, or some person through whom he claims, shall before the creation of such prior estate have been in possession), and gives special limits of time for bringing an action in a case where the person last entitled was not in possession when his interest determined. CHITTY, J., held, on general principles, that the limitation to A.'s appointees "must be read into the settlement which created the power, the estate limited taking effect from the time when the power was executed," and treated them on the same footing as if their estate had been created by the settlement. This cleared the way for applying the 2nd section to the case. The right of A.'s appointees was, during B.'s life, a right in respect of a future estate, and their right to bring an action first accrued on B.'s death in 1891, and was not affected by A.'s prior possession. The time limited by the 2nd section had not elapsed, and it was accordingly held that their estate was not barred. It would appear to be somewhat anomalous that A. by the exercise of a power should be able to effectually dispose of

property his right to recover which for himself had been absolutely extinguished (see section 34 of the Act of 1833).

A curious instance of the method by which the State in former times rewarded those who deserved well at its hands was brought to light at the Mansion House Police Court during the past week. A man named Thomas Killen was summoned at the instance of the City Commissioner of Police for selling intoxicating liquor by retail, without the premises in question being licensed for the purpose. The defence was that under 56 Geo. 3, c. 67, no licence was required. This was an Act passed in 1816 to enable soldiers who had served in the Napoleonic and Peninsular wars since June, 1802, to resume the trades they had learned or practised before that date. The preamble sets forth that such persons "are or may be hindered from exercising those trades in certain cities and corporations and other places . . . because of certain bye-laws and customs." The Act provides that these soldiers (unless they have deserted) and their wives and children "may set up and exercise such trades as they are apt and able for in any city, town, or place within this kingdom without any let, suit, or molestation of any person or persons for or by reason of the using of such trade." Further it is enacted that if sued they shall upon the general issue pleaded be found not guilty in any plaint, bill, information, or indictment exhibited against them. The defendant was the son of a Thomas Killen, who served in the 43rd Regiment of Foot in the Peninsular War. Relying upon this statute, he had carried on the business of a wine, spirit, and beer dealer for thirty-eight years without a licence, at different places. Having recently transferred his business from Bayswater to Fish-street-hill in the City, he was now proceeded against by the City authorities. The contention of the latter was twofold: (1) that the Act of 1816 had been impliedly repealed by the Licensing Act of 1872; (2) that it had been expressly repealed by the Statute Law Revision Act of 1873. It may be mentioned that up to now the Inland Revenue and Excise authorities have taken the same view as the defendant—viz., that he was entitled to carry on his business without a licence. The alderman held that the defendant ought to have a licence, basing his decision on section 3 of the Licensing Act of 1872, and saying that his view was further strengthened by the Act of 1816 having been repealed by the Statute Law Revision Act, 1873. It is not, in the first place, perfectly clear that the Act of 1816 would of itself protect the defendant. The preamble shews the object of the Act to have been to protect these retired soldiers from the operation of "certain bye-laws and customs." The licensing laws can hardly be said to belong to this category. But the subsequent words of the Act give a much wider exemption, so that if this Act stood alone probably the defendant's contention would be correct. As to the repeal by the Statute Law Revision Act of 1873, this does not affect the question, as the 1st section of this Act provides that it shall not affect any right or title already acquired or accrued or any existing privilege or exemption, notwithstanding that the same may have been in any manner affirmed, recognized, or derived from any enactment hereby repealed. The real point is that, in face of section 3 of the Licensing Act, 1872, it would be impossible to hold that anyone could now have a right to sell intoxicants without a licence, the words of this section being most explicit in the opposite sense.

THE JAMESON TRIAL.

The rarity of prosecutions under the Foreign Enlistment Act, 1870, as well as the interest attaching to the prosecution in the Jameson case, give special importance to the lucid statement of the construction of the Act contained in the summing up of the Lord Chief Justice. The material parts of the Act are section 2, which enacts that the Act shall extend to all dominions of her Majesty, including the adjacent territorial waters; section 3, which enacts that the Act shall come into operation in the United Kingdom immediately on the passing thereof, and shall be proclaimed in every British possession by the governor thereof as soon as may be after he receives notice of the Act, and shall come into operation in that British possession on the day of such proclamation; section 11, which enacts that if any person within the limits of her Majesty's dominions, and without the licence of her Majesty, prepares or fits out any naval or military expedition to proceed against the dominions of any friendly State, the following consequences shall ensue—(1) Every person engaged in such preparation or fitting out, or assisting therein or employed in any capacity in such expedition, shall be guilty of an offence against the Act, and shall be liable to be punished as therein specified; and section 12, which enacts that any person who aids, abets, counsels, or procures the commission of any offence against the Act shall be liable to be tried and punished as a principal offender.

Upon these enactments Lord Russell pointed out that the foundation for an offence under the statute is that a person has, without the licence of the Queen, in a place in her dominions where the Act is in operation, prepared or fitted out a military expedition with the intention that it shall proceed against a friendly State. To constitute the offence it is not necessary that the expedition should proceed. The cardinal point is the intention, though of course the subsequent history of the expedition may be important as shewing what was the intention in fitting it out. But when the foundation of the offence is thus laid, the persons implicated are not restricted to persons within the Queen's dominions. A person who aids and abets from a place outside the dominions, and a person who is employed in the expedition and joins it after it has left the Queen's dominions, are equally within the law, provided they are British subjects, and the Lord Chief Justice illustrated the reasonableness of this construction by well-chosen examples. Moreover, an expedition is none the less a military expedition against the dominions of a friendly State because it was not aimed at the overthrow of the Government of that State, or because its promoters were actuated by motives of philanthropy or honour. It is sufficient if there is an intention by shew or act of force to interfere with the laws of the Government of the friendly State, or to bring about reforms of those laws by shew of force, or to join with others in or out of the dominions of the friendly State in overawing or coercing that Government. In any of these cases the expedition would be a military expedition against a friendly State within the meaning of the Act.

The foregoing directions to the jury on the construction of the Act shewed clearly what was the nature of the offences which, if proved against the defendants, would bring them within its provisions. There must be the fitting out of a military expedition intended to proceed against a friendly State, not necessarily for the purpose of overthrowing the Government, but of interfering with it in any of the ways just specified; and this fitting out must take place without the licence of the Queen at some place within her dominions where the Act is in operation. When this has occurred the persons amenable are all British subjects who have assisted or who serve in the expedition, whether they act within or without the dominions of the Queen. But, having regard to the places where the expedition in question was fitted out, it was further necessary to determine whether they were within the dominions of the Queen and whether the Act was in operation in them. One branch of the expedition was fitted out at Mafeking, and the other at Pitsani Pitlogo, both in Bechuanaland. The portion of Bechunaland in which the former place is situated has been formally annexed as British territory, and there was no doubt that Mafeking is within the Queen's dominions. But in respect of the statute being in operation there the Lord Chief Justice gave the important ruling that a specific proclamation of the statute under section 3 was not necessary. The statute shortly after it was passed was duly proclaimed for the Cape Colony, and since Mafeking was in subsequently acquired territory, the statute was effectually brought into operation by the proclamation of October, 1885, by which the laws in force in the Cape Colony were made applicable to British Bechuanaland.

With respect to Pitsani Pitlogo there was a question whether the protectorate exercised by the Crown over that part of Bechuanaland was such as to bring it within the Queen's dominions, but on this the court took the same broad view as characterized the other directions to the jury. There has been

no cession of this territory to the British Crown, but if the Crown has exercised sovereign authority in the district, then for the purposes of the Act it must be taken to be within its dominions. To assume substantial sovereignty to the exclusion of the native chief, and then to refuse to listen to the complaints of a neighbouring friendly State, on the ground that Pitsani Pitlogo was not within British dominions, would, in the view of the Lord Chief Justice, be absurd. Accordingly on this part of the case he left to the jury the question whether the Crown had in fact exercised dominion and sovereignty in the district in which Pitsani Pitlogo is situated. If this was answered, as it was bound to be on the summing up, in the affirmative, then it was held that the Foreign Enlistment Act was brought into force in the same manner as in British Bechuanaland, by a general proclamation of the existing law of the Cape Colony.

When the above points had been brought out in the summing up there was really very little left for the jury to do. Upon the facts of the case there was practically no dispute, and with this broad effect given to the Act the jury could only answer in the affirmative the questions which were left to them, and in the end return a verdict of guilty. That in this result there was a momentary hesitation was certainly not due to any doubt as to the legal effect of the conduct proved against the defendants. Lord RUSSELL'S exposition of the law, proceeding upon a perfectly reasonable interpretation of the statute, barred all the loopholes by which the defendants could have escaped, and the court all through the trial shewed in the most unmistakable way that in a matter of such vital international importance it was not to be fettered by antique technicalities or narrow views.

TRUSTEES AND THE STATUTE OF LIMITATIONS.

IN the recent case of *How* v. *Earl Winterton* the Court of Appeal attempted to put a construction upon the difficult enactment contained in clause (*a*) of section 8 (1) of the Trustee Act, 1888. The object of the entire section is to enable trustees under suitable circumstances to plead the Statute of Limitations. The section commences by specifying certain cases in which the privilege is not to be allowed. They are: (1) where a claim made upon a trustee is founded upon any fraud or fraudulent breach of trust to which the trustee was a party; (2) where the claim is to recover trust property or the proceeds thereof still retained by the trustee; and (3) where the claim is to recover trust property or the proceeds thereof previously received by the trustee and converted to his own use. In the second case, since the trustee has the trust property in his hands, there is no reason why he should not account for it; in the first and third cases he has been guilty of misconduct, and this excludes him from the benefit of the statute.

These cases being put out of the way, the section goes on to provide, in two clauses, for the circumstances under which the statute can be pleaded. The first—clause (*a*)—provides that in any action against a trustee all rights and privileges conferred by any statute of limitations shall be enjoyed in the like manner and to the like extent as they would have been enjoyed in such action if the trustee had not been a trustee. The second—clause (*b*)—provides that if the action is brought to recover trust property, and is one to which no existing statute of limitations applies, the trustee shall be at liberty to plead the lapse of time as a bar in like manner and to the like extent as if the claim had been against him in an action of debt for money had and received. In applying this second clause the statute is to run against a married woman entitled in possession for her separate use, whether with or without a restraint on anticipation, but it is not to begin to run against a beneficiary until the interest of the beneficiary falls into possession.

With reference to the first of these two clauses an observation made by FRY, L.J., in *Re Bowden* (39 W. R. 219, 45 Ch. D., p. 450) seems to imply that it cannot be used at all in actions founded on a breach of trust. It is obvious, he said, that if a person had not been a trustee he could not be sued for a breach of trust; and the Lord Justice was not aware that there was any right or privilege conferred by any statute of limitations in respect of a breach of trust. But this view of the clause seems, as LINDLEY, L.J., pointed out in *How* v. *Earl Winterton*, to deprive it of all efficacy, and it is perhaps founded on too narrow a view of the expression "if the trustee had not been a trustee." If this hypothesis is to pervade the whole clause, the trust is for the purpose of the clause annihilated, and there can be no question of an action brought in respect of it. Clearly, however, the Legislature contemplated that there might be an action in respect of a trust to which the trustee would be able to plead the statute but for the fact that he was a trustee, and the intention was to remove this disability.

Ordinarily the question can hardly arise in practice, for if the first clause is rendered ineffective for the short reason stated by FRY, L.J., there remains clause (*b*), and this is wide enough to include all cases. All actions against trustees for breach of trust have as their ultimate object the recovery of money or other property, and on the hypothesis that the Statute of Limitations cannot apply to any action in respect of a breach of trust, clause (*b*) plainly becomes applicable. By its express terms it comes into operation whenever the action is brought to recover money or other property, and is one to which no existing statute of limitations applies.

But the claim in *How* v. *Earl Winterton* was of such a nature as to suggest that recourse might be had to clause (*a*). Under the will of a testatrix who died in May, 1875, the plaintiff became entitled on the 20th of May, 1889, to an annuity of £50 a year for her life. This annuity was charged on certain lands of which the defendant was trustee. By the will there was a term of fourteen years created in the lands, which expired on the 20th of May, 1889, and it was the duty of the defendant during this term to receive the rents, and after making certain payments out of them to invest the surplus in the purchase of real estate, and until purchase to invest and accumulate the surplus at compound interest. The plaintiff's annuity was, so it has been held, charged on these accumulations and the lands to be bought therewith, as well as on the lands subject to the term. In consequence of a misapprehension of his duty with regard to the surplus rents, the defendant did not apply them in the way directed, but devoted them to other purposes connected with the trust estate. The plaintiff's annuity was paid up to 1895 out of the rents of the devised lands, but in that year prior incumbrancers intervened and the annuity ceased to be paid.

On the 9th of August, 1895, the plaintiff issued a writ against the defendant asking an account of the rents which he had received during the term of fourteen years, and a declaration that he was liable to make good the surplus which he should have accumulated. At the date of the writ more than six years had elapsed since the expiration of the term, but it was admitted that the trustee had received within the six years some of the rents which accrued due during the term. Accordingly it was held by KEKEWICH, J. (*ante*, p. 336), and also on appeal by the trustee by the Court of Appeal, that the plaintiff was entitled to an account of the moneys in the hands of the trustee on the 9th of August, 1889, which were liable to the trusts for accumulation under the will, and also of the rents and profits subject to accumulation subsequently received by the trustee.

The plaintiff, however, was not satisfied with this, and by a cross-appeal sought to have the account carried back to the death of the testatrix in 1875, and to charge the defendant with all the balances of rents not properly invested and accumulated by him, with compound interest. It seems to have been supposed that the plaintiff would help her case by shewing that the defendant's right to rely on the statute depended on clause (*a*) instead of clause (*b*), for upon this supposition it was further contended, though it is not clear on what ground, that the account must then be carried back to the death of the testatrix, notwithstanding the statute.

Upon the first point LINDLEY, L.J., in whose judgment LOPES, L.J., concurred, was inclined to agree with the plaintiff. Whether the defendant was to be treated as a trustee or not, he had had money in his hands for which he was accountable to the plaintiff, and her claim to an account was a claim well known both at law and in equity. At law actions of account have a six years' limitation imposed on them by the Limitation Act, 1623, a limitation which was re-enacted with regard to merchants' accounts by section 9 of the Mercantile Law Amendment Act,

1856 (19 & 20 Vict. c. 97). And in equity an action of account is, apart from any question of trust, subject to the same limitation, for the action when the notion of trust is excluded must be based on a legal rather than an equitable right; and, since the equitable remedy is in aid of the legal right, it is by the practice of courts of equity made subject to the same limitation as that which obtains at law. Upon all legal demands which are prosecuted in equity, equity acts by analogy, or, as it has even been put, in obedience (*Hovenden* v. *Lord Annesley*, 2 Sch. & Lef. p. 630) to the statute, and upon this ground it was held in *Foley* v. *Hill* (1 Phil. 399) that a suit in equity for an account as between banker and customer was barred by the lapse of six years. So in *Knox* v. *Gye* (L. R. 5 H. L. C. p. 674) Lord WESTBURY said that where the remedy in equity is correspondent to the remedy at law, and the latter is limited by statute, a court of equity acts by analogy to the statute and imposes on the remedy it affords the same limitation. Upon this principle LINDLEY, L.J., was of opinion that the action in *How* v. *Earl Winterton* might be brought within clause (*a*) of section 8 (1) of the Trustee Act, 1888. The defendant by reason of the duties cast upon him was liable to account to the plaintiff, and, apart from his position as trustee, the action of account by which this liability was to be enforced would be an action based on legal grounds, and subject consequently to a six years' limitation. But even on this footing the plaintiff was no better off, for the account which was directed was still an account of money in the hands of the defendant at the beginning of the period of six years before the writ; and although to prove this sum it might be necessary to have recourse to the earlier accounts as evidence, yet this would be a very different matter from carrying the account itself back for the previous fourteen years.

But, after all, this seems to be little more than an ingenious attempt to give some effect to clause (*a*). If the action was such that no existing statute of limitations applied to it, then it fell within clause (*b*), and, being treated under the words of that clause as an action for money had and received, it would be still subject to the same limitation. This was the view taken by RIGBY, L.J. The result of the matter was put very clearly by LINDLEY, L.J., at the end of his judgment. Section 8 is cumbrously worded, and it is difficult to grasp the idea which underlies it, but the short effect is that, save in the three specified cases—namely, fraud, the continued possession by the trustee of trust property, and the conversion of trust money to his own use—a trustee who has committed a breach of trust is entitled to the protection of the several statutes of limitation as if actions for breaches of trust were enumerated in them. It would have been better if the Legislature had framed the section in question more clearly upon this principle.

LEGISLATION IN PROGRESS.

BILLS ADVANCED.—The Vexatious Actions Bill has been read a third time, and the Friendly Societies Bill and the Collecting Societies Bill have been read a second time, all in the House of Lords.

JUDICIAL TRUSTEES.—Upon consideration of the Judicial Trustees Bill by the Standing Committee of the House of Lords, Lord HERSCHELL moved an amendment to clause 6, providing that clause 3 (excusing breach of trust) should come into operation at once, and that the rest of the Bill should come into operation on the 1st of May, 1897. As it originally stood the clause provided that the whole Act should come into operation on the 1st of January next. The amendment was agreed to, and the Bill as amended was ordered to be reported to the House.

In the House of Commons on the 27th ult. Mr. Hogan asked the Secretary of State for the Colonies whether any progress had been made in the matter of nominating a colonial judge as a member of the Judicial Committee of the Privy Council. Mr. Chamberlain said: The Chief Justice of the Cape Colony has been appointed a member of the Privy Council. I have received communications on the subject from the Governors of various colonies of Australasia, and am expecting to hear further in a short time. I have not as yet received any communication from the Governor-General of Canada.

REVIEWS.

INDIAN CRIMINAL LAW.

THE CRIMINAL LAW OF INDIA. By JOHN D. MAYNE, Esq., Barrister-at-law. Wm. Clowes & Sons (Limited).

For many years Mr. Mayne's Commentaries on the Indian Penal Code has been almost necessary to anyone practising the criminal law in India, and has stood without a rival of importance as the text-book on the subject. It has been through very many editions, but has now been superseded by the author's new work, The Criminal Law of India. The former work consists simply of the text of the Criminal Code, with copious notes and commentaries interspersed among its sections. The new book is in two parts—Part I. is the Criminal Code with a few notes and commentaries; Part II. is a treatise on, or what the author calls "a methodized view of," the criminal law as administered in India. Part I. contains numerous references to Part II., and the substance of the commentaries which are scattered amongst the sections of the Code in the original work now appears greatly expanded in the text of Part II. No one is better qualified to write on this subject than the author. He has had a large practice in India and in Indian appeal cases at home, has filled the office of Crown Prosecutor in Madras, and has been Professor of Common Law to the Inns of Court. The book is a most interesting contribution to the many works that exist on criminal law; and is one which, besides being of great importance to the mere student and invaluable to the Indian practitioner, may be consulted with profit on a great many points by the English practitioner. Part II. deals in an extremely able manner with many subjects which are looked at from the same point of view in England as in India. Amongst such subjects may be mentioned insanity as a defence and attempts to commit crime. The dissertation on each of these subjects would be quite as properly placed in a book on English criminal law, and it would be difficult to find any such book treating them in so clear and masterly a style. A large number of English cases are cited, commented on, and criticized; and as the Indian law is essentially English in spirit, and for the most part English in origin, these learned criticisms are worth careful study. We can confidently recommend any lawyer is this country who finds a difficulty in answering some question of principle in criminal law with the aid of the usual text-books to try this book before giving it up. The high reputation as a lawyer and a writer which Mr. Mayne already enjoys must be still further increased by this work.

RULING CASES.

RULING CASES. Arranged, annotated, and edited by ROBERT CAMPBELL, M.A., Barrister-at-Law, assisted by other Members of the Bar. With American Notes by IRVING BROWNE. Vol. VI., Contract; Vol. VII., Conversion—Counsel. Stevens & Sons (Limited).

The volume of the "Ruling Cases" series which Mr. Campbell has devoted to the subject of contract contains, as might be expected, many cases of exceptional importance. In section 2, which deals with "capacity," it may be objected that *Pike* v. *Fitzgibbon* (29 W. R. 551, 17 Ch. D. 454), is somewhat out of date, but it serves to remind the reader of the very restricted operation which equity gave to the contracts of married women as regards their separate estate, and the present state of the statute and case law on the subject is described in the notes. A long series of cases is given in section 3 under the head of "Consent," including the recognized authorities on the conclusion of contracts by letter, on contracts by advertisement, and on contracts which have to be made out upon the whole of a correspondence. Upon the first head Mr. Campbell refers in a note to *Henthorn* v. *Fraser* (40 W. R. 433; 1892, 2 Ch. 27), the most recent authority on the point. Possibly on the second the *Carbolic Smoke Ball case* (41 W. R. 210; 1893, 1 Q. B. 256), which is also referred to in the notes, is entitled to rank as a ruling case itself. The well-known case of *Hussey* v. *Horne-Payne* (27 W. R. 585, 4 App. Cas. 311) is given as the authority for the rule that where a contract is alleged to have been made by letter the whole of the correspondence must be put in evidence; and the equally well-known case of *Rossiter* v. *Miller* (26 W. R. 865, 3 App. Cas. 1124) for the proposition that a reference to the preparation of a formal contract does not save the parties from being bound by an existing informal contract. A subsequent section on "Illegality and Duress" includes the subject of contracts in restraint of trade, and gives as a ruling case the recent decision of the House of Lords in the *Nordenfelt case* (1894, A. C. 535). When to these samples we add *Taylor* v. *Caldwell* (3 B. & S. 826) on impossibility as an excuse for non-performance of a contract, *Venezuela Railway Co.* v. *Kisch* (L. R. 2 H. L. 99) and *Erlanger's case* (27 W. R. 65, 3 App. Cas. 1218) on the duty of full disclosure by persons in a fiduciary position, and *Huguenin* v. *Baseley* (14 Ves. 273) on undue influence, it will be seen that this

volume is one of much interest. There is a danger, indeed, in bringing under one head so wide-reaching a subject as contract, of including cases which might be more properly looked for under special heads. This, however, is a difficulty which is bound to occur in a work like the present, and Mr. Campbell meets it by a system of cross references. Thus *Hadley* v. *Baxendale*, which has been already fully reported under the head of "Carrier," is enumerated again as a ruling case in "Compensation for breach of contract" with a reference to the previous report.

The seventh volume of the series deals with the subjects of conversion, copyright, coroner, and counsel, but by far the greater part is occupied with a series of ruling cases on corporations. This portion, like "contract," includes many cases of special importance, but it is unnecessary to refer to them. An error in the Table of Contents makes it appear that the cases under "Trading Corporations, Section 3, Directors and Officers," include a number of cases which in the text are assigned to section 4, "Capital," and section 5, "Winding Up." It would, perhaps, be possible for the publishers to rectify this somewhat inconvenient mistake. Mr. Campbell is bringing out the series with commendable celerity, and the present two volumes well maintain its reputation.

THE LAW OF INCOME TAX.

THE ACTS RELATING TO THE INCOME TAX, WITH REFERENCES TO THE DECISIONS ON THE SUBJECT. By STEPHEN DOWELL, M.A., of Lincoln's-inn, Assistant Solicitor of Inland Revenue. Fourth Edition, revised and altered. Butterworth & Co.

In this edition of Mr. Dowell's work on the Income Tax Acts the introduction has been altered so as to give some notes on the manner in which direct taxes have been levied in this country from the earliest times to the present day. The interest of these is mainly historical, and the immediate subject of the book really begins with the account of Pitt's scheme for raising money by means of a tax on property and employments calculated with reference to annual income. This was embodied in the Income Tax Act of 1799; but the provisions of the Act were too complicated, and the produce of the tax was disappointing. In 1803 a new Act was substituted, introducing the plan still in existence of taxing particular sources of income under different schedules. This scheme was continued with some alterations by the Income Tax Act, 1806, and when after the war impatience of the tax compelled its repeal there was a loss to the revenue of over fourteen millions. Till 1842 the Chancellors of the Exchequer managed to exist without an income tax; but Sir Robert Peel re-imposed it by the Income Tax Act, 1842, this statute being, as Mr. Dowell observes, in the main a reprint of the Act of 1806. Subsequently there have been numerous changes in the law, chiefly those effected by the Act of 1853, and important exemptions and abatements were introduced by the Finance Act, 1894; but the main features of the tax remain unaltered, and there appears, too, to be little chance of alteration in the high rate at which it has stood in recent years. After the introduction, Mr. Dowell prints in chronological order the various Income Tax Acts and other kindred statutes, beginning with the Act of 1842, and the effect of the decisions is explained in the notes. For this work of annotation there is ample material, one of the most interesting of recent cases being the Moravian case—*Commissioners for Income Tax* v. *Pemsel* (1891, A. C. 531)—in which the House of Lords discussed the exemption allowed under the Acts in favour of charities. The long array of statutes shews that the law is sadly in need of consolidation; but till that work is accomplished Mr. Dowell's book will continue to serve as a useful guide through the intricacies of the subject.

BOOKS RECEIVED.

Law of Horses. Including the Law of Innkeepers, Veterinary Surgeons, &c., and of Hunting, Racing, Wagers, and Gaming. By GEORGE HENRY HEWITT OLIPHANT, Barrister-at-Law. Fifth Edition, by CLEMENT ELPHINSTONE LLOYD, B.A., Oxon., Barrister-at-Law. Sweet & Maxwell (Limited).

De Injuriis et Famosis Libellis (Voet. lib. 47, tit. 10). Translated by F. H. DE VOS, Barrister-at-Law, and Advocate of the Supreme Court of the Island of Ceylon. Galle, at the Albion Press.

Cardinal Rules of Legal Interpretation. Collected and arranged by EDWARD BEAL, B.A., Barrister-at-Law. Stevens & Sons (Limited).

A First Book of Jurisprudence for Students of the Common Law. By Sir FREDERICK POLLOCK, Bart., M.A., LL.D., Barrister-at-Law. Macmillan & Co. (Limited).

Precedents of Legal and Commercial Notices. By ARTHUR W. NICHOLSON, Solicitor. Hanley: W. Timmis & Sons.

Collisions at Sea: Liability where Both Ships are in Fault. By LOUIS FRANCK, Advocate in Antwerp. Stevens & Sons (Limited).

A Treatise on the Law of Contracts. By JOSEPH CHITTY, Jun., Esq. Thirteenth Edition, containing the Sale of Goods Act, by J. M. LELY, Esq., M.A., Barrister-at-Law. Sweet & Maxwell (Limited).

NEW ORDERS, &c.

RULES OF THE SUPREME COURT.

LIFE ASSURANCE COMPANIES (PAYMENT INTO COURT) ACT, 1896.

1. An assurance company desiring to make a payment into Court under the Act shall cause an affidavit, by its secretary, or other authorised officer, to be filed, intituled "In the matter of the Policy No. , effected with "[*here give the name of the company*] and in the matter of the Act," and setting forth:—

(*a.*) A short description of the policy and a statement of the persons entitled thereunder, according to the terms of the policy, with the names and addresses of such persons, so far as the same are known to the company.

(*b.*) A short statement of the notices received by the company claiming an interest in or title to the money assured, the dates when such notices were received, the dates of withdrawal of such notices, if any, as have been withdrawn, and the names, and, except as to notices withdrawn, the addresses, so far as the same are known to the company, of the persons by whom such notices have been given.

(*c.*) A statement that, in the opinion of the board of directors of the company, no sufficient discharge can be obtained otherwise than by payment into Court under the Act.

(*d.*) The submission by the company to pay into Court such further sum, if any, whether for interest or otherwise, as the Court or a Judge may direct, and to pay any costs which the Court or a Judge may consider under the circumstances of the case ought to be paid by the company.

(*e.*) An undertaking by the company forthwith to transmit to the Paymaster any notice of claim received by the company after the making of the affidavit, with a letter referring to the title of the affidavit.

(*f.*) The place where the company may be served with any petition, summons order, or notice of any proceeding relating to the money.

2. The company shall not deduct any costs or expenses of or incidental to the payment into Court.

3. No payment shall be made into Court under the Act where any action to which the company is a party is pending in relation to the policy or the moneys thereby assured except by leave of the Judge to be obtained by summons in the action.

4. The company shall forthwith give notice of such payment, by prepaid letter through the post, to the several persons appearing by the affidavit to be entitled to or interested in the money assured and paid into Court, or to have given notice of claim to the company, except where the notice has been withdrawn, and except so far as the name or address of any such person is unknown to the company.

5. Any person claiming to be entitled to or interested in the money paid into Court may apply in the Chancery Division, by petition or, where the amount does not exceed £1,000, by summons in respect thereof.

6. No petition or summons relating to the money shall be answered or issued unless the applicant has named therein a place where he may be served with any petition or summons, or notice of any proceeding or order relating to the money.

7. Unless the Court or a Judge shall otherwise direct, the applicant shall not, except when he asks for payment of a further sum or costs by the company, serve such petition or summons on the company, but shall serve the same on or give notice thereof to every person appearing by the affidavit on which payment into Court was made to be entitled to, or interested in, or to have a claim upon the money, or who has given any further notice which has been transmitted to the Paymaster as aforesaid.

8. These Rules shall come into operation on the 1st day of August, 1896.

9. These Rules may be cited as the Rules of the Supreme Court (Life Assurance Companies), 1896.

Signed and certified to be urgent,
the 29th of July, 1896.

(Signed) HALSBURY, C.
RUSSELL OF KILLOWEN, C.J.
ESHER, M.R.
F. H. JEUNE, P.
A. L. SMITH, L.J.
JOSEPH W. CHITTY, J.
HERBERT H. COZENS-HARDY.
JOSEPH ADDISON.

CASES OF THE WEEK.

Court of Appeal.

SEAMAN *v.* **BURLEY**—No. 1, 28th July.

PRACTICE—APPEAL—COURT OF APPEAL—JURISDICTION—CRIMINAL CAUSE OR MATTER—POOR RATE—DISTRESS WARRANT—JUDICATURE ACT, 1873 (36 & 37 VICT. c. 66), s. 47.

This was an appeal from a decision of a Divisional Court (Day and Lawrance, JJ.), on a special case stated by justices of Paddington. The appellant having made default in payment of a poor rate on demand, an application was made to the justices for a distress warrant. The justices ordered that a warrant should issue, but stated a case for the opinion of the Queen's Bench Division. The Divisional Court affirmed the order. The appellant appealed to the Court of Appeal; but a preliminary objection was taken that this was a criminal cause or matter within the meaning of section 47 of the Judicature Act, 1873, and that therefore no appeal lay. The following cases were cited: *Mellor* v. *Denham* (5 Q. B. D. 467), *Reg.* v. *Whitchurch* (7 Q. B. D. 534), *Ex parte Schofield* (1891, 2 Q. B. 428), *Payne* v. *Wright* (66 L. T. N. S. 148), *Reg.* v. *Tyler* (1891, 2 Q. B. 588), *O'Shea* v. *O'Shea* (15 P. D. 59), *In re Wetherell* (19 L. J. M. C. 115), *Sweetman* v. *Guest* (L. R. 3 Q. B. 262), *Reg.* v. *Lightfoot* (25 L. J. M. C. 115), *Reg.* v. *Master* (L. R. 4 Q. B. 285).

THE COURT (Lord ESHER, M.R., and KAY and A. L. SMITH, L.JJ.) held that proceedings to enforce payment of a poor rate must, in accordance with the authorities, be treated, for the purposes of section 47 of the Judicature Act, as proceedings in a criminal cause or matter, inasmuch as they might end in the imprisonment of the person who had made default in payment of the rate. This court therefore had no jurisdiction to entertain the appeal, and the appeal must be dismissed.—COUNSEL, *Jelf*, Q.C., and *R. C. Glen*; *Channell*, Q.C., *Macmorran*, Q.C., and *Naldrett*. SOLICITORS, *J. H. Hortin*; *Underwood, Son, & Piper*.

[Reported by F. G. BUCKER, Barrister-at-Law.]

HOW *v.* **EARL WINTERTON**—No. 2, 25th June and 22nd July.

TRUSTEE—BREACH OF TRUST—NEGLECT TO PROVIDE FUND FOR PAYMENT OF ANNUITY—LAPSE OF TIME—STATUTES OF LIMITATION—TRUSTEE ACT, 1888 (51 & 52 VICT. c. 59), s. 8, SUB-SECTIONS (A) AND (B).

This was an appeal from Kekewich, J. Under the will of a testator who died in May, 1875, the plaintiff became entitled on the 20th of May, 1889, to an annuity of £50 for her life, charged upon certain lands of which the defendant was sole trustee. The defendant's duty under the will was for a term of fourteen years (which expired on the 20th of May, 1889) to receive the rents, to pay certain annuities, and to invest the surplus rents in the purchase of real estate, such surplus being until such purchase invested and accumulated at compound interest. The plaintiff's annuity was charged on the land to be bought and on the fund to be accumulated to buy it, and also on the lands devised to the defendant in trust for other people. Down to 1895 the annuity was paid, though not regularly, by the persons beneficially entitled to the real estate on which it was charged, but in that year mortgagees intervened, and the annuity ceased to be paid. The plaintiff then commenced an action against the defendant, asking for an account of the rents which he ought to have accumulated, and seeking to make him responsible for any deficiency in the fund which if he had properly accumulated the surplus rents would now have been available for payment of the annuity. Kekewich, J., decided that the plaintiff was entitled to an account of the moneys in the hands of the trustee on the 9th of August, 1889 (*i.e.*, six years before the commencement of the action), and liable to the trusts for accumulation, and was also entitled to an account of the rents and profits which were subsequently received by the trustee and ought to have been accumulated. Against this decision the defendant appealed, and the plaintiff gave a cross-notice of appeal, asking for an account as from the death of the testatrix in May, 1875, the defendant being charged with compound interest at 5 per cent. on all balances of rents received by him and not properly invested and accumulated. On the 25th of June both appeals were argued, and the plaintiff's appeal was dismissed, but judgment was reserved on the defendant's cross-notice.

THE COURT (LINDLEY, LOPES, and RIGBY, L.JJ.), now dismissed defendant's cross-notice.

LINDLEY, L.J., after stating the facts, said:—It appears that the defendant has acted perfectly honestly throughout. He did not understand that the annuity was a charge on the rents directed to be accumulated, and instead of accumulating the surplus rents he applied what ought to have been accumulated in keeping down interest on incumbrances and in necessary repairs. The defendant relies on section 8 of the Trustee Act, 1888, as an answer to the plaintiff's demand. This action is not one of those excepted from the operation of clauses (*a*) and (*b*) of section 8. It is necessary to ascertain the true nature of the plaintiff's cause of action, and when that cause of action accrued. The breaches of trust of which the plaintiff complains are a series of omissions on the part of the trustee during fourteen years prior to the 20th of May, 1889, to form a fund for the payment in case of need of her annuity. It has been decided that his duty in this respect did not terminate at the end of the term on the 20th of May, 1889, so as to exonerate him from liability in respect of rents payable before that date, though in fact paid after. A series of causes of action thus arose. But the annuity did not begin until the end of the term, and the plaintiff was not bound to sue the trustee before her interest accrued in possession. Even on the 20th of May, 1889, she could not have sued for her annuity, for no payment was due until the 20th of November. But her right to sue for the previous breaches of trust accrued on the 20th of May. Here nothing turns on this point, for the defendant has admitted that within six years next before the issuing of the writ he had rents in his hands which he ought to have invested and accumulated, and there is reason to suppose he has received some more since. The real question now to be determined ultimately depends on clauses (*a*) and (*b*) of section 8 of the Trustee Act, 1888. It was strenuously contended on behalf of the plaintiff that this case fell within clause (*a*), and not clause (*b*); and further, that if it fell within clause (*a*) the account must be carried back to the death of the testatrix. I am not able to accept either of these views, and even if the first is right the second is in my opinion quite untenable. Clause (*a*) requires an answer to the question, What action or proceeding, if any, could the plaintiff have brought against the defendant in respect of the accounts complained of, if he had not been her trustee? In *Re Bowden, Andrew* v. *Cooper* (39 W. R. 219, 45 Ch. D. 444, 450), Fry, L.J., pointed out the difficulty which arose from those words. But, although I share the difficulty, I cannot avoid the conclusion that to exclude the operation of clause (*a*) in all cases on the short ground stated by him would be really to deprive clause (*a*) of all meaning whatever. An action on an implied promise, or an action on the case for a breach of duty, is the only action or proceeding which occurs to me as capable of being maintained under the circumstances supposed. But six years are a bar to any such actions. An account in equity, excluding all trust, would have no equitable element, and would simply afford better machinery than an action at law. To such an action the Statute of Limitations would be a bar. Clause (*a*), if it applies to trustees' accounts at all, assumes that some statute of limitations would be applicable, and no claim could be made in respect of matters more than six years old. What the defendant had in his hands in 1889 can be ascertained by an inquiry. An account of his receipts and payments from 1875 is quite another matter. That involves the disallowance of every payment which the defendant cannot now prove that he is entitled to have allowed as against the plaintiff. Such an account is necessary to ascertain what the defendant ought to have had on the 9th of August, 1889; but not to ascertain what in fact he had. If clause (*a*) does not apply, clause (*b*) clearly does, and protects the defendant from all liability to account for more than six years before action. Whichever clause applies, the defendant is protected from demands more than six years old. The short effect of section 8 appears to me to be that, except in three specified cases (fraud, retention by a trustee of trust money when an action is commenced against him, and conversion of trust money to his own use), a trustee who has committed a breach of trust is entitled to the protection of the several statutes of limitation, as if actions and suits for breaches of trust were enumerated in them.

LOPES and RIGBY, L.JJ., delivered judgment to the like effect.—COUNSEL, *Micklem*; *Bramwell Davis*, Q.C., and *Godefroi*. SOLICITORS, *Crowders & Vizard*, for *R. Henry Mellersh*, Godalming; *Bramall, White, & Sanders*, for *Harvey & Harvey*, Southsea.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

High Court—Chancery Division.

ERNEST *v.* **THE LOMA GOLD MINES (LIM.)**—Chitty, J., 24th July.

COMPANY—MEETING OF SHAREHOLDERS—SPECIAL RESOLUTION—PROXIES—MODE OF TAKING VOTES—VOLUNTARY WINDING UP.

Motion. This was a motion by the plaintiff, a shareholder of the defendant company, for an *interim* injunction to restrain the company from carrying out a special resolution passed by an extraordinary general meeting of the company on the 3rd of June, 1896, and confirmed by another meeting of the 1st of July, 1896, for the voluntary liquidation and reconstruction of the company. By the articles of the company it was provided that every motion made and submitted at a general meeting should be decided in the first instance by a majority in number of the members, to be ascertained by a show of hands; that every member should have one vote for every share which he should hold in the company; and that votes might be given either personally or by proxy. The plaintiff attended the meeting of the 3rd of June holding 431 proxies, and claimed to vote on behalf of himself and the proxies which he held, but the chairman ruled against this claim. The chief question of interest on this motion was whether the plaintiff was right in his contention that the chairman, on the show of hands, ought to have taken notice of the proxies, and that every member present by proxy was entitled to one vote upon a shew of hands. The plaintiff relied on a decision of Vaughan Williams, J., in *Re Bidwell Brothers* (41 W. R. 363; 1893, 1 Ch. 603).

CHITTY, J.—The chairman, on the show of hands, did not count the proxies. The articles said that votes might be given personally or by proxy. The essence of voting by a show of hands was that the hands were there, and held up and counted. It was the eye that was called upon to decide. But if proxies were to be counted on a show of hands what was the chairman to do? Assuming that he was told there were proxies, he would have to call for another show of hands of proxies, first for those holding single proxies and then for those holding two and so on. One man might hold ten proxies, and all would have to be called for. A scrutiny would be necessary, and to thus count proxies would not only be very inconvenient but in many cases impracticable, as is the view expressed in Palmer's Company Precedents, 6th ed., i., 338. Looking at the reasoning of the Court of Appeal in *Re Horbury Bridge Co.* (27 W. R. 433, 11 Ch. D. 109) and the decision of Kay, J., in *Re Calorie, &c., Co.* (52 L. T. 846) in his lordship's opinion the chairman was right in refusing to count the

proxies. The decision of Vaughan Williams, J., in *Re Bidwell Brothers* was against the decision of Kay, J. His lordship felt himself bound to say that in his opinion the decision of Vaughan Williams, J., was inconsistent with the authorities and not well founded; but that probably that case would have been otherwise decided if the articles in *Re Calorie, &c., Co.* could have been looked at, which contained a provision that a vote might be given personally or by proxy. The motion would be dismissed, with costs.—COUNSEL, *Ashton Cross; E. W. Stook.* SOLICITORS, *W. T. Hart; Powell & Burt.*

[Reported by RALEGH B. PHILLPOTTS, Barrister-at-Law.]

Re **EARL OF DEVON'S SETTLED ESTATES, WHITE** *v.* **EARL OF DEVON**; *Re* **STEER, STEER** *v.* **DOBELL**—Chitty, J., 23rd July.

LIMITATIONS, STATUTES OF—POWER OF APPOINTMENT—REAL PROPERTY LIMITATION ACT, 1833 (3 & 4 WILL. 4, c. 27), ss. 1, 2, 3, 20—"PERSON THROUGH WHOM ANOTHER PERSON IS SAID TO CLAIM."—"APPOINTEE"—"OTHER ESTATE, INTEREST, RIGHT, OR POSSIBILITY"—REAL PROPERTY LIMITATION ACT, 1874 (37 & 38 VICT. c. 57), ss. 1, 2, 9.

Steer was until Lady Day, 1876, tenant, under a verbal agreement, of land belonging to the Devon Settled Estates on a yearly tenancy. This land remained in his possession until his death in July, 1889, and thenceforth in the possession of the trustees of his will, but after Lady Day, 1876, no rent was ever paid to the owners of the Devon Estates nor any acknowledgment given in respect thereof. By a settlement and deed poll, dated in 1857 and 1862 respectively, the Devon Estates were limited to the use of the eleventh earl for life, with remainder to the use of Lord Courtenay (afterwards twelfth earl) for life, with remainder in the events which happened to such uses as the eleventh earl should by deed or will appoint. By his will, dated in 1885, the eleventh earl appointed the Devon Estates to Lord Halifax and others, and died in November, 1888. The twelfth earl then succeeded to the Devon Estates, and died in 1891. On his death the remainder appointed to Lord Halifax and others fell into possession. The question was whether their estate was barred by the Statutes of Limitation. It was admitted that the right of the eleventh earl to recover the land was barred shortly before his death.

CHITTY, J., said that the appointees' estate was a future estate when the statutes had run against the life estate of the eleventh earl. The case of future estates appeared now to depend upon the 2nd section of the Act of 1874, construed with the 4th branch of the 3rd section of the Act of 1833, and on the 20th section of the same Act (see Shelford's Real Property Statutes, 9th ed., p. 195). The limitation to the appointees must be read into the settlement which created the power, the estate limited taking effect from the time when the power was executed (see Sugden on Powers, 8th ed., p. 470 *et seq.*). The doctrine that the appointee took under the original deed was followed in all its consequences, except that the rule against perpetuities was applied only from the time of executing a general power (see *Rous* v. *Jackson*, 33 W. R. 773, 29 Ch. D. 521). For Steer's representatives it was argued that the case fell within the 20th section of the Act of 1833, under which where the right to an estate in possession was barred the right of the same person to future estates was also barred. It was said that a general power of appointment fell within the words "other estate, interest, right or possibility" in that section. Real actions were in existence when the Act was passed. The terms "right" and "possibility" were used in their technical sense. "Right" applied to the case of an estate turned to a right which could be enforced only in a real action. His lordship held that a power was not within the 20th section. It was also argued that the case fell within the 1st section of the Act of 1874, read in connection with the 1st or interpreting section of the Act of 1833. On the other hand it was contended that the case was governed by the 2nd section of the Act of 1874. The relation of these two sections was shewn by the decision on the relation of the analogous sections, the 2nd and 3rd, of the Act of 1833 in *James* v. *Salter* (3 Bing. N. C. 544, p. 553), approved in D. P. in *Irish Land Commission* v. *Grant* (33 W. R. 357, 10 A. C. 14, 27), and cited in the judgment of the Court of Appeal in *Magdalen Hospital* v. *Knotts* (26 W. R. 640, 8 Ch. D. 709, 727). It was urged that the right to bring an action first accrued to the eleventh earl, and that Lord Halifax and others being appointees of the eleventh earl, claimed through him within the 1st or interpretation clause of the Act of 1833, which by virtue of the 9th section of the Act of 1874 was read with the Act of 1874, and were therefore barred by the 1st section of that Act. No doubt there was a difficulty in ascertaining the meaning of the term "appointee" in the interpretation clause. Limitations to dower uses were in vogue when the Act of 1833 was passed, and it seemed to his lordship that an appointee under the general power of appointment contained in such limitations would be within the meaning. But he thought that appointees under a special power would not. But it was not necessary to decide whether the term "appointee" included the case where the power of appointment was not in substance created by the appointor himself. In his lordship's opinion, consistently with *James* v. *Salter*, the case fell within the 2nd section of the Act of 1874. That section dealt specially with cases in which a doubt or difficulty might occur as to the time when the right to bring an action accrued. Applying the section to the case before his lordship, the case fell within that part of the section which began with the word "but." The person last entitled to a particular estate was the twelfth earl; he was not in possession or receipt of the profits when his interest determined, and Lord Halifax and others had the further period of six years (which had not yet elapsed) after his death to bring their action; and therefore his lordship held that their estate was not barred.—COUNSEL, *Byrne*, Q.C., and *Beaumont; G. Cave.* SOLICITORS, *Lake & Lake; Ford, Lloyd, Bartlett, & Michelmore*, for *Hacker & Michelmore*, Newton Abbot.

[Reported by J. F. WALEY, Barrister-at-Law.]

Re **DOETSCH, MATHESON & CO.** *v.* **LUDWIG**—Romer, J., 24th July.

PARTNERSHIP DEBT—ADMINISTRATION OF SEPARATE ESTATE OF PARTNER—SPANISH LAW—LEX LOCI CONTRACTUS.

The Spanish firm of Sundheim & Doetsch, carrying on business at Huelva, in Spain, in 1893 entered into a contract with the plaintiffs in London under which Sundheim & Doetsch became largely indebted to the plaintiffs. Doetsch, one of the partners, died in 1894, domiciled and leaving assets in this country. The first two defendants were the executors under his will. The plaintiffs, for themselves and the other creditors, asked for the ordinary administration of the estate of the deceased partner Doetsch. It was admitted that by the Spanish law no action could be brought against the Spanish estate of a partner until the partnership estate had first been exhausted, and that this had not been done. The defendants resisted the administration on the ground that the parties must be considered to have contracted with reference to the Spanish law, and that consequently the action could not be brought.

ROMER, J., granted the administration order asked for, holding that the *lex loci contractus* applied, as the contract was made in London, and also that the difference in the law between the two countries was one of precedure only, and therefore not one which would bind the English courts or creditors pursuing their remedies here (*Bullock* v. *Caird*, 24 W. R. 827, L. R. 10 Q. B. 276).—COUNSEL, *Eve*, Q.C., and *Howard Wright; Cozens Hardy*, Q.C., and *A. Cartmell.* SOLICITORS, *Freshfield & Williams; Norton, Rose, & Co.*

[Reported by J. W. GREIG, Barrister-in-law.]

Winding-up Cases.

THE NEW TRANSVAAL CO. (LIM.)—Vaughan Williams, J., 23rd July.

COMPANY—WINDING UP—SURPLUS ASSETS—DEBTS AND LIABILITIES OF COMPANY—FOUNDERS' SHARES—PAID-UP CAPITAL—ARTICLES OF ASSOCIATION—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), s. 133 (1).

This was a summons in the winding up of the above-named company to determine the following questions: (1) Whether, according to the true construction and effect of article 114 of the company's articles of association, the assets of the company (after discharging its debts and liabilities and the costs of winding up), were divisible, as between the holders of founders' shares and ordinary shares respectively, on the basis of the founders' shares receiving one-fifth of the said assets and the ordinary shares the remaining four-fifths thereof; or whether the expression "surplus assets" in the said article means the surplus assets after making good the paid-up capital of the company as well as discharging the said debts and liabilities and costs, and accordingly the said assets are divisible between the holders of founders' and ordinary shares rateably according to the nominal amounts paid upon all such shares respectively. (2) How, according to the true construction and effect of article 114 of the company's articles of association, the surplus assets of the company, after discharging its debts and liabilities and the said costs, ought to be divided as between the holders of founders' and ordinary shares respectively. The capital of the company was £100,200, divided into 100,000 ordinary shares of £1 each and 200 founders' shares (which were fully paid up) of £1 each. The following were the material articles: "(86) The profits of the company in each year shall, subject to any amount which may be carried to the reserve fund as hereinbefore mentioned, and, subject to any percentage which may be payable to the managing director or other officers of the company, be applicable first in or towards payment of a dividend of 8 per cent. on the amount paid up on the ordinary shares, and the surplus (if any) shall (subject to article 60 hereof) be divided as follows—viz., one-fifth part thereof among the holders of founders' shares, and the remaining four-fifths thereof among the holders of ordinary shares in proportion to the amounts for the time being paid up thereon. (114) If the company shall be wound up, one-fifth of the surplus assets (if any) shall belong to and be divided among the holders of founders' shares, and the remaining four-fifths of such surplus assets shall belong to and be divided among the holders of ordinary shares in proportion to the amount of capital paid up on the shares held by them." The holders of founders' shares contended that "surplus assets" meant surplus assets after paying the debts and outside liabilities of the company. The ordinary shareholders contended that what was intended was the surplus left after deducting not only the amount necessary to pay the debts and outside liabilities, but also after recouping to the shareholders their capital.

VAUGHAN WILLIAMS, J., made an order declaring that the "surplus assets" in article 114 meant surplus assets after making good the paid-up capital of the company as well as discharging the debts and liabilities and costs, and were divisible among the holders of ordinary and founders' shares according to the nominal amounts of their shares. His lordship entirely dissented from the suggestion which had been made that the words "surplus assets" had acquired such a technical recognized meaning that he was bound to attribute to them the meaning contended for by the holders of founders' shares. The words were often used in the sense here contended for by the holders of founders' shares, and often in the sense contended for by the holders of ordinary shares. But the words had no such recognized meaning that he could give them a meaning without having regard to the context. To decide according to the contention of the holders of founders' shares would be inequitable, as the result of such a construction might be that though the company was worked at a loss those who had made up the capital would be large cash losers, and the holders of the founders' shares which represented a far smaller

amount of capital might make a large profit.—Counsel, *Rowden; Eve* and *Godefroi; Reed*, Q.C., and *E. W. Hansell*. Solicitors, *Lewis & Lewis; J. H. Meggridge; Cronin, Orgill, & Cronin*.

[Reported by V. de S. Fowke, Barrister-at-Law.]

Bankruptcy Cases.

Re **TETLEY**, *Ex parte* **JEFFREYS**—Vaughan Williams, J., 20th and 23rd July.

Bankruptcy—Post-nuptial Settlement—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), s. 47—13 Eliz. c. 5.

This was a motion by the trustee in the bankruptcy of Maxwell Tetley to set aside a post-nuptial settlement made by the debtor upon the 30th of October, 1894. The debtor was entitled under the will of his father to a sum of £12,000 upon his coming of age, and to a further sum of about the same amount upon the death of his mother, a lady of sixty-five years of age. He was of extravagant habits, had run deeply into debt, and had married before coming of age. Upon coming of age upon the 30th of October, 1894, he executed a settlement, conveying to his mother, his brother, C. F. Tetley, and his solicitor, Mr. P. J. Burt, as trustees, all his interest under the will of his father, upon trust, *inter alia*, to raise £3,000 to pay off his minority debts, and to pay the income of the remainder to him for life, but with a proviso that if he charged the life income the trustees should then retain the same, and expend it for the benefit of his wife and himself. The consideration for the settlement was the payment of £50 a year to the debtor by his mother until her decease, and the payment of £25 a year to the debtor by his brother, C. F. Tetley, until the mother's decease, when C. F. Tetley was to be repaid with compound interest at 4 per cent. In the summer of 1895 the debtor executed a charge upon his life interest which determined his income under the settlement, and in September of the same year a receiving order was made against him.

Vaughan Williams, J., refused to declare the settlement void, holding that the consideration given by the mother and brother was valuable and *bonâ fide*, and that therefore the settlement could not be upset unless there were evidence that it was executed with express intent to defeat and delay future creditors, and that such intent on the part of the bankrupt alone would not be sufficient, but that it must be proved to have been the motive of those giving the consideration as well. That could not be shewn to be so in this case, the mother and brother having avowedly executed the settlement in order that the bankrupt's money might be so tied up that he could not squander it, and thereafter become dependent upon his family.—Counsel, *Bigham*, Q.C., and *Elgood; Reed*, Q.C., and *Carrington*. Solicitors, *Stanley Kent; Powell & Burt*.

[Reported by P. M. Francke, Barrister-at-Law.]

CASES OF LAST SITTINGS.

Bankruptcy Cases.

Re **SASS**, *Ex parte* **THE NATIONAL PROVINCIAL BANK**.—Vaughan Williams, J., 20th April.

Bankruptcy — Proof — Guarantee to Banker — Payment by Surety Before Proof by Creditor—Right of Creditor to Prove for Whole Debt.

This was an appeal by the National Provincial Bank against the partial rejection of their proof by the official receiver, the trustee in the bankruptcy of Sass. Sass had an account with the bank, which at the date of his bankruptcy was overdrawn to over £800. This account was guaranteed by a Mr. Stourton, and the following were the material parts of such guarantee: "I, the undersigned Henry Stourton, hereby guarantee to you the payment of any sum or sums of money which may be now or may hereafter from time to time become due or owing to your bank anywhere from or by Edwin Etty Sass . . . . upon banking account or upon any discount or other account, or for any other matter or thing whatsoever, including the usual banking charges. This guarantee is to be a security for the whole amount now due or owing to you or which may hereafter from time to time until the expiration of the notice hereinafter mentioned become due or owing to you by the said debtor; but nevertheless the total amount recoverable hereon shall not exceed three hundred pounds in addition to such further sum for interest and other banking charges and for costs as shall accrue after the date of demand by you upon me for payment. . . . . And in case of bankruptcy, liquidation by arrangement, or composition with creditors any dividends you may receive from the estates of the said debtor or others shall not prejudice your right to recover from me, my executors or administrators, to the full extent of this guarantee any sum which after the receipt of such dividends may remain owing to you by the said debtor." Upon the bankruptcy of Sass the bank demanded and obtained from Mr. Stourton the guaranteed sum of £300, which they placed to the realized securities account. They subsequently sent in a proof for the whole amount owing to them from the bankrupt. The official receiver rejected their proof to the extent of £300 on the ground that they had already received that amount on account of their debt.

Vaughan Williams, J., reversed the decision of the official receiver. His lordship said that in his opinion the common law right of the bank in this case would have been to sue the debtor for the whole amount due from him irrespective of the amount paid by his surety unless that amounted to twenty shillings in the pound. In bankruptcy the principal creditor has the right to prove for the whole of his debt unless the surety is guarantor for part only of the debt, and has paid that part, in which case the right of proof for that part goes to the surety. In the present case the surety guaranteed the whole debt, though his liability was limited to £300. He had only paid part of the debt, and therefore could not prove on the estate; the principal creditor alone had the right of proof for this debt, and had the right to prove for the whole amount irrespective of the sum recovered from the surety. Counsel, *Herbert Reed*, Q.C., and *Yate Lee; Muir Mackenzie*. Solicitors, *Wilde, Berger, & Moore; Solicitor to Board of Trade*.

[Reported by P. M. Francke, Barrister-at-Law.]

Re **O'SHEA**, *Ex parte* **THE TRUSTEE** *v.* **BROWN**; *Re* **O'SHEA**, *Ex parte* **THE TRUSTEE** *v.* **ARMSTRONG**—Vaughan Williams, J., 20th and 21st April.

Bankruptcy—Protected Transaction—Notice of Act of Bankruptcy—Abuse of Process of Court—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52) s. 49.

This was a motion by the trustee in the bankruptcy of Captain O'Shea for an order commanding the respondents, Mr. Brown and Messrs. Armstrong, to repay to him the sums of £683 and £520 received by them respectively on the 10th of May, 1893, on the grounds that they were received with notice of the act of bankruptcy on which a receiving order was made against the debtor, and within the period to which the trustee's title related back. The date to which this title related back was the 7th of April, 1893, on which day Captain O'Shea failed to comply with a bankruptcy notice at the suit of one Close, who afterwards presented a petition founded on this act. Captain O'Shea was eventually made a bankrupt upon a petition presented by Abraham Moore on the 30th of May, founded upon the noncompliance with Close's bankruptcy notice. It was alleged by the trustee that the respondents had notice of Close's petition, and of the act of bankruptcy upon which it was founded, when they received the sums in question. It appeared that Brown presented a petition against the debtor upon the 14th of November, 1892, and Armstrongs presented one upon the 24th of November, 1892. Two other creditors, Sanguinetti and Edwards, presented petitions on the 13th of November and the 14th of December respectively. All these four petitions were adjourned until April, 1893, when the debtor came into some money, and arranged to pay the petitioners, so the petitions were further adjourned to the 10th of May. Meanwhile, upon the 13th of April, 1893, Close presented his petition founded on the act of bankruptcy of the 7th of April. This petition was also directed to be heard on the 10th of May. Five petitions were therefore down for hearing on the 10th of May, and when they came on the debtor separately paid each of the creditors his debt and costs in full. All the parties went before the registrar, who thereupon dismissed the petitions. Evidence was called on behalf of the respondents to prove that they were not aware of the presentation of the fifth petition.

Vaughan Williams, J., found as a fact that the respondents were not aware of the presentation of the fifth petition, nor of the act of bankruptcy upon which it was founded, and were consequently entitled to retain their money. After concluding his judgment, his lordship made the following statement: "I hope the hearing this case will have one good result. I am sorry to say that the habit of presenting petitions by way of pressure is on the increase. That is not a proper use of the bankruptcy law, for a certain number of creditors to join together to enforce payment of their claims in this way. I hope that in future cases the registrars may be able to refuse to lend the assistance of the court by granting adjournments until they are satisfied that the petitioners have searched the file to see what petitions are upon it, and all of them are affected with notice."—Counsel, *Muir Mackenzie* and *W. S. Seton; Lawson Walton*, Q.C., and *C. Macnaghten; Cyril Dodd*, Q.C., and *F. C. Willis*.

Reported by P. M. Francke, Barrister-at-law.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

The following are extracts from the annual report of the Council:—

Number of Members.—The Society now consists of 7,769 members, of whom 3,500 practise in town and 4,269 in the country; 564 new members have joined the Society during the past year, and, after deducting the loss caused by death and other causes, the increase is 312. The number of solicitors who took out certificates for the year 1895 was upwards of 15,300.

Finances of the Society.—In last year's report the members were informed that the Council had had under consideration the largely increasing expenditure of the Society, and the fact that in recent years on several occasions the expenditure had exceeded the income. Reference was also made to the conference held at the Law Institution on the 2nd of February, 1895, at which it was decided—(1) that an effort should be made to induce the Government to sanction an increase of the annual fee payable by all solicitors to the Society, and to obtain a corresponding reduction of the certificate duty, and (2) that the subscriptions of members should be increased. The annual subscriptions of members to the Society have, as members are already aware, been increased to two guineas for town members, and one guinea for country members. In 1895 the Council communicated with the then Chancellor of the Exchequer, and urged upon him the claims of the Society to some allowance out of the annual certificate duty towards defraying the increasing expenditure of the Society,

which arises mainly from carrying into effect the disciplinary provisions of the Solicitors Act, 1888. The Council found that the period of the year at which those claims could then be brought forward was too late to admit of any grant being made in the Session of 1895; they were, however, encouraged to renew their efforts in the autumn, and accordingly, in due course, the President laid figures and a statement of the Society's objects before the present Chancellor of the Exchequer, who, after giving the matter very full attention, was good enough to express his approval, in principle, of the claims of the Society; and, in answer to a question in the House of Commons by Sir H. Fowler, said that he "hoped to have a clause in Committee on the Finance Bill in order to deal with the matter." The Council, therefore, have every reason to hope that the matter will be satisfactorily disposed of in the present Session of Parliament. In support of their application to the Chancellor of the Exchequer, the Council took professional advice with regard to the apportionment among the various accounts of the charge in lieu of rent and the corresponding items for rates and taxes, and in the accounts for the year 1895 it will be seen that a modified apportionment of these items is introduced. The 1895 accounts, with the special trust fund account, will be found in the appendix.

Examinations.—538 candidates passed the Final Examination this year, and so became qualified for admission as solicitors, as against 533 in the previous year. The number of candidates who passed the Preliminary Examination this year is 353, against 404 last year. The number of candidates who passed the Intermediate Examination this year is 587, against 606 last year.

Legal Education.—The system of instruction to articled clerks by tutors established at the Law Institution is making progress, and the results attained at recent examinations by candidates who have availed themselves of it have been very satisfactory; but the system has not yet been largely adopted, although the number of students subscribing shews a considerable increase. Pursuant to an invitation from the Council of Legal Education, communications have taken place between the Council of the Incorporated Law Society and the Council of Legal Education with the view of affording to articled clerks special facilities for availing themselves of the lectures and classes established by the Council of Legal Education primarily for the benefit of students for the bar. Those communications are still in progress.

Professional Matters.—During the past year five solicitors who were convicted of various offences have, on the application of the Society, been struck off the roll, and four applications are waiting to be heard. An order for attachment has been made on an unqualified person for acting as a solicitor. Convictions under the 12th section of the Solicitors Act of 1874 (37 & 38 Vict. c. 68) have been obtained against ten unqualified persons; and in several cases in which proceedings were taken, the unqualified persons, though not convicted, were ordered to pay costs. Applications for the renewal of certificates which had been allowed to lapse for more than one year have been dealt with, and either refused or granted on conditions, including the payment of fines to the Commissioners of Inland Revenue. Appeals against the refusal of the Council to authorize the renewal of certificates have been heard by the Master of the Rolls, but in every case his lordship upheld their decision. The Council have found it necessary to oppose several applications for restoration to the rolls, with the result that the Master of the Rolls declined to make any order on them.

Registry of Properties for Sale or Mortgage, Funds for Investment, and Clerkships.—The Council again desire to draw the attention of members to the value of the registry, which has now been established over seven years, and which enables members to negotiate sales, mortgages, and other investments for their clients without the intervention of agents.

Stamps on Partial Releases of Mortgages.—A question having arisen as to the proper stamp to be paid on a partial release of a mortgage debt, and a transfer of the balance of the mortgage debt to a new lender by a deed to which the original mortgagor was a party, and in which the original proviso for redemption was released and a new proviso for redemption, on payment of the reduced debt, was substituted, an application was made by the Council to the Commissioners of Inland Revenue to issue a circular on the subject. After some correspondence, the commissioners, while considering the matter as not of sufficient general importance to induce them themselves to issue a circular, made the following authoritative statement as to their practice in this matter, so as to enable the Council to reply to any member or body of members of the profession who might desire information on this subject: "Where part of a sum of money secured on a mortgage of property is repaid, and the balance is transferred by a deed to which the mortgagor is a party, and by that deed the old proviso for redemption is released, and a new proviso for redemption, upon payment of the amount of the then outstanding balance of debt, is substituted, the deed of transfer should be stamped as follows: (1) with the *ad valorem* duty of 6d. per cent. on the amount transferred; (2) with the fixed duty of 10s. in respect of the release of portion of the debt, unless indeed the total sum at any time secured was less than £2,000, in which case the *ad valorem* reconveyance duty of 6d. per cent. on that total sum will be sufficient. The reason why the duty secondly specified is chargeable is that, as the deed wipes out portion of the original debt, it will follow that when the balance is paid off the only duty chargeable will be *ad valorem* duty of 6d. upon that balance, no duty being then chargeable on the portion of the original debt wiped out."

(To be continued.)

It is announced that Mr. George Wreford, the Senior Official Registrar in Bankruptcy, has just been a recipient of a present from the clerical staff of the department as a mark of their esteem and regard for him on his retirement from the service.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

Honours Examination.

June, 1896.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following as being entitled to honorary distinction:—

First Class.

[In Order of Merit.]

George Armitage Carpenter, who served his clerkship with Mr. Albert Edward Graham and Mr. Henry Marshall, both of Durham.

Henry Marks, who served his clerkship with Mr. Edward Le Voi, of London.

Reginald Hubert Langley, B.A., who served his clerkship with Messrs. Collyer-Bristow, Russell, Hill, & Co., of London.

John Hennen Edgelow, who served his clerkship with Mr. George Tilling, of London.

Second Class.

[In Alphabetical Order.]

Edmund George Bentley, who served his clerkship with the late Mr. George Wheeler Bentley, of Worcester; and Mr. William Henry Stallard, of London.

Richard Arthur Burrows, who served his clerkship with Messrs. Toynbee, Larken, & Toynbee, of Lincoln; and Messrs. Stileman, Neate, & Toynbee, of London.

Sam Lomas Coupe, who served his clerkship with Mr. James Richard Hartley, of Rochdale.

George Thomas Devonshire, who served his clerkship with Mr. Alexander Silk Crowther Doyle, of London.

Charles Copeley Harding, who served his clerkship with Messrs. Harding & Son, of Birmingham; and Messrs. Le Brasseur & Oakley, of London.

Frederick Jackson, who served his clerkship with Mr. Jesse Hind, of Nottingham.

Lawrence Jones, who served his clerkship with Messrs. George, Son, & Davies, of Cardigan; and Messrs. Batesons, Warr, & Wimshurst, of Liverpool.

Charles Albert Morton Lightly, who served his clerkship with Messrs. Hansells & Hales, of Norwich and Cromer; and Messrs. Field, Roscoe, & Co., of London.

Edward Arthur Mammatt, who served his clerkship with Mr. David Hale, of the firm of Messrs. Smith, Mammatt, & Co., of Ashby-de-la-Zouch; and Messrs. Kingsford, Dorman, & Co., of London.

William Edward Monies, B.A., LL.B., who served his clerkship with Messrs. Sharpe, Parker, Pritchards, & Barham, of London.

George Reade, B.A., LL.B., who served his clerkship with Mr. Henry Lister Reade, of Congleton; and Messrs. G. F. Hudson, Matthews, & Co., of London.

Ernest Edwin Ruston, who served his clerkship with Mr. Alan Clarke Margetts, of the firm of Messrs. H. C. Margetts & Son, Chatteris, Cambridgeshire.

George Martin Schmidt, who served his clerkship with Mr. Charles Russell, of the firm of Messrs. Day, Russell, & Brougham, of London.

Bertram Silverston, B.A., LL.B., who served his clerkship with Mr. Joseph Bennett Clarke, of Birmingham; and Messrs. H. Tyrrell & Son, of London.

Cecil Plumbe Smith, who served his clerkship with Messrs. Walker, Smith, & Way, of Chester.

Edgcombe Stevens, who served his clerkship with Mr. Thomas Henry Phillips, of the firm of Messrs. Skardon & Phillips, of Plymouth.

Henry George Waterson, who served his clerkship with Mr. Frederick Arnold Baker, of the firm of Messrs. Baker & Nairne, of London.

Harold Watson, who served his clerkship with Mr. Henry Watson, of Middlesbrough; and Messrs. Helder, Roberts, Son, and Walton, of London.

Edward Reginald Willett, who served his clerkship with Mr. William Harvey Druitt, of the firm of Messrs. J. & W. H. Druitt, of Bournemouth; and Messrs. Lovell, Son, & Pitfield, of London.

Alfred Withers, who served his clerkship with Mr. Charles Everett, of London.

Third Class.

[In Alphabetical Order.]

Eustace Henry Melville Talbot Baines, LL.B., who served his clerkship with Messrs. Bromet & Sons, of Tadcaster; and Messrs. Torr & Co., of London.

Eustace Heywood Barchard, who served his clerkship with Messrs. Janson, Cobb, Pearson, and Co., of London.

Arthur Hamilton Bardswell, who served his clerkship with Messrs. Burton, Yeates, & Hart, of London.

John Robson Bell, who served his clerkship with Mr. John Thomas Proud, of Bishop Auckland.

Harold Close Blackmore, B.A., LL.B., who served his clerkship with Mr. Henry Turton Norton, of the firm of Messrs. Norton, Rose, Norton, & Co., of London.

Alan Penrose Coode, LL.B., who served his clerkship with Mr. William Coode, of St. Austell.

Albert Ward Drury, who served his clerkship with Mr. Everatt Hind, of the firm of Messrs. Hind & Son, of Goole.

Andrew Charles Lancelot Durham, who served his clerkship with Mr. Charles Ellis Bird, of London; and Mr. John Durham, of the firm of Messrs. Durham & Carter, of London and Kingston-on-Thames.

Hugh Winkworth Fraser, B.A., who served his clerkship with Mr. John Fraser, of the firm of Messrs. Fraser & Son, of London.

Edward Basil Graham Gilbert, who served his clerkship with Mr. John Wilson Gilbert, of Norwich; and Messrs. Oldman, Clabburn, & Co., of London.

James Edward Garnons Lawrence, who served his clerkship with Mr. George Francis Colborne, of the firm of Messrs. Ward, Colborne, & Coulman, of Newport, Mon.; and Messrs. Preston, Stow, & Preston, of London.

Henry Ernest Major, who served his clerkship with Messrs. Reed & Cook, of Bridgwater.

Arthur Maule Oliver, who served his clerkship with Mr. John Milton Leigh Criddle, of Newcastle-on-Tyne.

George Granville Parker, who served his clerkship with Mr. John William Longbottom, of Halifax.

Samuel Parker, who served his clerkship with Mr. Thomas Dodd, of the firm of Messrs. T. H. & T. Dodd, of Preston.

Percy John Preece, B.A., who served his clerkship with Messrs. Waterhouse, Winterbotham, Harrison, & Harper, of London.

William Lewis Shepherd, B.A., who served his clerkship with Messrs. Burch, Whitehead, & Davidsons, of London.

Charles Septimus Shortt, who served his clerkship with Mr. Walter Charles James Shortt, of the firm of Messrs. Shortt, Fenwick & Grey, of Newcastle-on-Tyne.

Edward Coleman Simmons, who served his clerkship with Mr. Henry Lewis Arnold, of London.

Algernon John Durham Smith, M.A., who served his clerkship with Mr. Ernest Edwin Meek, of the firm of Messrs. Lucas, Hutchinson, & Meek, of Darlington.

Charles Ernest Smith-Marriott, B.A., who served his clerkship with Messrs. Hinds & Son, of Goudhurst, Kent; and Messrs. Lee, Ockerby, & Everington, of London.

Kenneth Edward Towler Wilkinson, B.A., LL.B., who served his clerkship with Mr. William Wilkinson, of York; and Messrs. Iliffe, Henley, & Sweet, of London.

Albert George Ernest Wilson, who served his clerkship with Mr. William Clifton, of Nottingham.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Carpenter—Prize of the Honourable Society of Clement's Inn, value about £10; and the Daniel Reardon Prize, value about 20 guineas.

To Mr. Marks—Prize of the Honourable Society of Clifford's Inn, value 10 guineas.

To Mr. Langley—Prize of the Honourable Society of New Inn, value 10 guineas.

To Mr. J. Edgelow—Prize of the Incorporated Law Society, value 5 guineas.

To Mr. C. Smith-Marriott—The John Mackrell Prize, value about £12.

The Council have given class certificates to the candidates in the second and third classes.

One hundred and eighteen candidates gave notice for the examination.

LEGAL NEWS.

OBITUARY.

The death is announced of Mr. Edward James Bevir, Q.C., in his eightieth year. He was born in 1817, educated at St. Paul's and Oxford, and called to the Bar in 1840.

We regret to announce the death of Mr. Gerald Augustine Shoppee, M.A., LL.D., solicitor, of the firm of Giraud & Shoppee, who committed suicide on the 24th ult. He was the descendant of an old Huguenot family, and graduated at Cambridge in 1878, and whilst there was secretary of the University Bicycle Club. He rowed twice against Oxford in the University race, and when cycle racing in 1877 established an hour's record, which he held against all amateurs for nearly a year. He was admitted in 1882. He was elected chairman of Esher and Ditton District Council on its formation last year, and had held a commission in the Victoria Rifles since 1880.

GENERAL.

Sir J. H. de Villiers, Chief Justice of the Cape Colony, says a telegram from the *Times'* Cape Town correspondent, lies in a critical condition, as the result of a horse accident a fortnight ago.

Mr. Maclean, Q.C., will be entertained at a complimentary dinner at Greenwich on Saturday, in celebration of his recent appointment as Chief Justice of Calcutta. Several judges and leading Queen's Counsel will be present.

The *Times* says that, as the result of a thorough overhauling of the Private Bill Standing Orders made by the Chairmen of Committees (Lord Morley and Mr. J. W. Lowther), it has been decided to propose a series of amendments, with the object of abolishing obsolete rules and bringing up to date rules affected by recent legislation or resolutions of Parliament. One of the provisions of the standing order relating to the publication of notices is that if there be no newspaper published in the county concerned, the advertisement shall appear in a newspaper published in an adjoining county. This is obviously unnecessary nowadays. On the other hand, the passing of the Parish and District Councils Acts has made it desirable that cognizance should be taken in various connections of the newly constituted bodies; and in one instance, where the defunct Metropolitan Board of Works is still supposed to have a voice, the substitution of the London County Council is suggested. The most important proposal, however, is one recognizing, for the first time, the title of associated bodies to a *locus standi* in private Bill inquiries. The new standing order embodying this runs as follows: "Where a chamber of agriculture, commerce, or shipping, or a mining or miners' association sufficiently representing the agriculture, trade, mining, or commerce in any district to which any Bill relates petition against the Bill alleging that such agriculture, trade, mining, or commerce will be injuriously affected by the provisions contained in the Bill, it shall be competent for the Select Committee to whom the Bill is referred, if they think fit, to hear the petitioners or their counsel or agents and witnesses on such allegation against the Bill or any part thereof."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, Aug. 3	Mr. Rolt	Mr. Pemberton	Mr. Pugh
Tuesday 4	Farmer	Ward	Beal
Wednesday 5	Rolt	Pemberton	Pugh
Thursday 6	Farmer	Ward	Beal
Friday 7	Rolt	Pemberton	Pugh
Saturday 8	Farmer	Ward	Beal

Date.	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.
Monday, Aug. 3	Mr. Godfrey	Mr. Clowes	Mr. Lavie
Tuesday 4	Leach	Jackson	Carrington
Wednesday 5	Godfrey	Clowes	Lavie
Thursday 6	Leach	Jackson	Carrington
Friday 7	Godfrey	Clowes	Lavie
Saturday 8	Leach	Jackson	Carrington

THE PROPERTY MART.

SALES OF ENSUING WEEK.

August 5.—Messrs. Edwin Fox & Bousfield, at the Mart, at 2, Leasehold Investment in Premises in Moorgate-street, City. Solicitors, Messrs. Robbins, Billing, & Co., London (see advertisement, this week, page 3).

August 6.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2—

REVERSIONS, viz.:

To three one-ninth Shares in a Trust Estate valued at £36,000, subject to a lady's life aged 75. Solicitors, Messrs. Keighley, Arnold, & Lasney, and Messrs. Hicks, Arnold, & Mozley, London.

To a one-fifth Share of six thirtieths in Leasehold Rentals of £3,087, subject to a lady's life aged 58. Solicitors, Messrs. Caprons, Dalton, Higgins, & Brabant, London.

To a one-ninth Share of a Trust Estate valued at £12,000, subject to a gentleman's life aged 51. Solicitor, Arthur Pike, Esq., London.

To a one-third Share of a Trust Estate valued at about £12,000 net, subject to a lady's life aged 67. Solicitors, Messrs. Tamplin, Taylor, & Joseph, London.

To a one-seventh Share of Freeholds in Canterbury valued at £5,500 net, subject to lady's life aged 60. Solicitors, Messrs. Webb, Nichols, & Allinson, London.

To a one-quarter Share of Consols valued at £1,674 3s. 4d., subject to a lady's life aged 76. Solicitors, Messrs. E. & J. Mote, London.

To a Moiety of India Three and a Half per Cent. Stock valued at £1,526 5s., subject to a gentleman's life aged 63. Solicitors, Messrs. E. C. Kilsby & Son, London.

To a one-eighteenth Share of Consols valued at £9,900, subject to a lady's life aged 64. Solicitors, Messrs. Keene, Marsland, Bryden, & Besant, London.

LIFE POLICIES for sums amounting, with profits, to over £10,280, in the Law Union and Crown, English and Scottish Law Life, North British and Mercantile, Norwich Union, Scottish Widows' Fund, National Provident Institution, and Law Life Offices. Solicitors, Messrs. A. F. & R. W. Tweedie; Messrs. Hastie; J. Tickle, Esq.; M. Phillips, Esq.; G. W. Bower, Esq., London.

SHARES in the Grand Junction Waterworks Co. Solicitors, Messrs. Ashurst, Morris, Crisp, & Co., London. And also Shares in the Rhea Fibre Treatment Co.

Aug. 7.—Messrs. E. & H. Lumley, at the Marine Hotel, West Cowes, Isle of Wight, at 3, "Palmers," the Freehold Estate of about 225 acres, adjoining H.M. the Queen's property at Osborne Bay. Solicitor, G. J. Hossack, Esq., Arundel-street, Strand (see advertisement, page 3 of this issue).

Aug. 7.—Mr. Percy H. Clarke, at the Mart, at 2, Reversion to Half-Share of Houses at Reading; Reversion to a Mortgage on Freeholds at Reading and New Barnet; also Turkish Bonds, a Life Policy, Shares, and Stock. Solicitors, Messrs. Grant, Bulcraig, & Co., Norfolk-street, Strand (see advertisement, page 4 of last week's issue).

WINDING UP NOTICES.

London Gazette—Friday, July 24.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Commercial Bank of Australia, Limited—Petn for winding up, presented July 23, directed to be heard on Aug 5. Wadeson & Malleson, 7, Devonshire sq, Bishopsgate, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 4

Crushed Pine Firewood Syndicate, Limited (in Liquidation)—Creditors are required,

on or before Monday, Sept 7, to send their names and addresses, and the particulars of their debts or claims, to Richard Laurence Spicer, 26, Budge row. Hugh C. Godfray, solor for liquidators

MOORE BROTHERS & Co, LIMITED—Creditors are required, on or before Sept 1, to send their names and addresses, and particulars of their debts or claims, to Charles Fletcher Richardson, 18, St Swithin's lane. King, Cannon st, solor for liquidator

PALATINE PNEUMATIC TYRE Co, LIMITED—Creditors are required, on or before Sept 4, to send their names and addresses, and particulars of their debts or claims, to Thomas Walton Gillibrand and Edwin Pierce, 56, George st, Manchester. Henry P. Jones, Manchester, solor to liquidators

SAILING SHIP "LORD BRASSEY" Co, LIMITED—Creditors are required to send in the particulars of their claims to John Herron, 15, Tower bldgs North, Liverpool

STAFFORDSHIRE POTTERIES NEWSPAPER Co, LIMITED (IN LIQUIDATION)—Persons having claims prior to Jan 1, or since that date against Arthur Charles Bourner, Hanley, are required, on or before Sept 5, to send their names and addresses, and the particulars of their debts or claims to Arthur Charles Bourner, Hanley. Knight & Sons, Newcastle, solors to liquidator

WHADCOAT BROTHERS & Co, LIMITED—Creditors are required, on or before Aug 11, to send their names and addresses, and the particulars of their debts or claims, to John Henry Whadcoat, 110, Cannon st. Gordon C. Whadcoat, 110, Cannon st, solor to the liquidator

FRIENDLY SOCIETY DISSOLVED.

LEXINGTON LODGE, Nottingham Oddfellows Friendly Society, Schoolroom, Laxton, Newark, Nottingham. July 15

London Gazette.—TUESDAY, July 28.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ADRIATIC STEAMSHIP Co, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, to Mr John Martin Winter, 16, Market st, Newcastle upon Tyne. Criddle & Criddle, Newcastle upon Tyne, solors to the liquidator

CARRARA MARBLE Co, LIMITED—Petn for winding up, presented July 23, directed to be heard on Aug 5. Speyer & Sons, 53, New Broad st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 4

GOODWINS, JARDINE, & Co, LIMITED—Petn for winding up, presented July 25, directed to be heard on Aug 5. Slaughter & May, 18, Austin Friars, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 4

MANCHESTER LYRIC CLUB, LIMITED—Creditors are required, on or before Sept 10, to send their names and addresses, and the particulars of their debts or claims, to Walter Price Price-Heywood, 26, Brown st, Manchester. H. Derwent Simpson, Manchester, solor to the liquidator

MANCHESTER AND DIEPPE STEAMSHIP Co, LIMITED—Creditors are required, on or before Sept 10, to send their names and addresses, and the particulars of their debts or claims, to Walter Price Price-Heywood, 26, Brown st, Manchester. Simpson, Manchester, solor to the liquidator

UNIQUIA, THE UNIVERSAL SPORTS AND RECREATION SOCIETY, LIMITED—Petn for winding up, presented July 27, directed to be heard on Aug 5. Birchalls, 85, Gracechurch st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 4

FRIENDLY SOCIETY DISSOLVED.

COLLYCROFT SCHOOL UNITED BROTHERS BENEFIT SOCIETY, National School, Collycroft, Nuneaton, Warwick. July 22

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 17.

ENGLISH, JOHN MICHAEL, Salford, Lancs, Licensed Victualler Aug 17 Lakin v English, Registrar, Manchester Whitworth, Manchester

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 17.

BAILEY, WALTER, Bognor, Sussex Aug 10 Staffurth & Staffurth, Bognor

BAXTER, GEORGE JOHN, Hutton Park, nr Brentwood, Essex Aug 27 Wood & Co, Southend

BETTS, ALEXANDER, Sheffield Aug 29 H & A Maxfield, Sheffield

BOTTOMLEY, DAVID, Gt Ayton, York, Joiner Aug 1 Jackson & Jackson, Middlesbrough

BEARD, RICHARD WILLIAM, Mortimer st, Cavendish sq Aug 20 Brash & Co, Queen Victoria st

BIRTLEY, BENJAMIN WATSON, Gateshead, Durham, Contractor Aug 31 Shortt & Co, Newcastle upon Tyne

CARTER, ANN, Ulverston, Lancs Aug 24 Butler, Broughton in Furness

CAVE, JOHN, Longwood, nr Huddersfield Sept 1 Mills & Co, Huddersfield

CHALONER, ROBERT THOMAS, Portland rd, Holland Park Aug 17 Vallance & Vallance, Essex st, Strand

CHAMBERS, CATHERINE, Penygroes, Carnarvon Aug 20 Owens, Carnarvon

CRISP, ELIZABETH ANNE, Stafford Aug 18 Birch, Stone

CROOKENDEN, Mrs JULIA HARRIETTE, Kensington Aug 13 Hemsley & Hemsley, Albany court yard, Piccadilly

DRINKWATER, JOHN STROUD, Cheltenham, Bricklayer Aug 19 W & C H Jessop, Cheltenham

FENN, THOMAS, Aston, nr Birmingham Aug 21 Pointon, Birmingham

FERGUSSON, ROBERT, Shanghai, China, Bill Broker Aug 28 Harwood & Stephenson, Lombard st

FRENCH, RICHARD, Deptford Aug 25 Sandom & Co, Deptford

GRANT, DUNCAN EDWIN KENT, I of Jersey Aug 25 Whitley & Co, Liverpool

GREEN, JOHN, Eltham, Kent Sept 12 Cree & Son, Gray's inn sq

HAKE, JAMES, Southend on Sea, Physician Aug 27 Wood & Co, Southend

HARRISSON, GEOFFREY, Poole, Dorset Aug 8 Trevanion & Co, Poole

JACKMAN, ANDREW, Brighstone, I W, Mason Aug 25 Bailey, jun, Newport

JACKSON, PHOEBE, Binton, Warwick Aug 31 Slatter & Co, Stratford upon Avon

JONES, JOHN, Egremont, Cheshire Aug 26 Mason & Co, Liverpool

KEMP, FANNY, Fairburn, York Aug 1 Kemp & Scott, Castleford

KNIGHT, FANNY, Bayswater Aug 1 Cridland & Nell, Bedford row

MONTGOMERY, ALFRED, Hertford st, Mayfair Aug 21 Farrer & Co, Lincoln's inn fields

MYERS, WILLIAM, Tottenham, Builder Aug 17 Hodgkinson, Idol ln

NEILSON, ABRAHAM, Limber, Lincoln, Labourer Aug 20 Barker & Mayfield, Hull

NEWTON, GEORGE THOMAS EGLANTINE, Salisbury, Wilts Aug 16 Newton & Co, Gt Marlborough st

NEWTON, WILLIAM, Ashton under Lyne, Plasterer July 27 Pownall, Ashton under Lyne

PARTRIDGE, LOUISA SARAH, Exeter Aug 1 Petherick & Sons, Exeter

POWELL, WILLIAM, Stourport, Worcester Aug 15 Ivens & Morton, Kidderminster

SCHEVDT, PAUL ADOLPHUS, Gravesend, Kent Aug 15 Hughes & Masterman, New Broad st

SINCLAIR, Mrs ELLEN ANN, Upper Tooting Aug 16 Newton & Co, Gt Marlborough st

SMITH, the Rev ISAAC, Clevedon, Somerset Aug 31 Ward & Co, Newport, Mon

SNOWBALL, FRANCIS, Washington, U S A, Clerk Sept 21 Dixon & Linnell, Manchester

STIGANT, WILLIAM, Brixton July 27 Kingsbury & Turner, Brixton

TAYLOR, ELIZA ANN, Altrincham Aug 17 Shuttleworth, Birkenhead

TREVOR, Major General JOHN SALUSBURY, C S I, Ladbroke rd, Notting hill Sept 4 Emanuel & Simmonds, Finsbury circus

WATSON, THOMAS, Deptford, Timber Merchant Aug 31 Sandom & Co, Deptford

WHEELER, GEORGE BRASH, Queen Victoria st Aug 20 Brash & Co, Queen Victoria st

WILKINSON, HENRY, Halifax Aug 17 Dey, Halifax

WRIGHT, JOHN, Stockton Heath, Chester Aug 21 Davies & Co, Warrington

London Gazette.—TUESDAY, July 21.

BETHEL, JOHN, Clifton, nr Manchester Oct 16 John Hewitt & Son, Manchester

BOWSKILL, SUSAN, Mansfield, Notts Aug 25 Alcock, Mansfield

BURTON, GEORGE, Tavistock ter, Upper Holloway Aug 31 Wood, Finsbury circus

BUTTEMER, MARY, Millbrook, Southampton Sept 29 Stanton & Co, Southampton

CAVE, EDMUND, Mansfield, Notts Aug 25 Alcock, Mansfield

CHORLEY, SARAH CLEMENT, Midhurst, Sussex Aug 20 Albery, Midhurst

COMBIE, MARY JANE, John st, North Marylebone rd Aug 21 Tyrrell & Co, Albany ct yd, Piccadilly

FERGIE, Rev Canon, Birkdale, Lancaster Aug 1 Heald & Son, Wigan

GOODALL, WILLIAM SWAINE, Huddersfield Sept 1 J E & E H Hill, Halifax

HINE, JOSEPH LANCASTER, Manchester Sept 30 Ogden, Manchester

KINCH, GEORGE, Portsea, Southampton, Corn Dealer Aug 25 Edgcombe & Co, Southsea

MAGER, SARAH SAWYER, Bath Aug 17 Allon Tucker, Bath

MELLOR, JESSIE ELLEN, Rhyl, Flint Aug 30 Bevan & Co, Bristol

PETT, WILLIAM, Shebbear, Devon Aug 18 Matthews, Torrington

ROSSER, EDWARD, Gilwern, Brecon Sept 1 Brice, Bridgwater

SUMMERFIELD, THOMAS, West Bromwich, Stafford Sept 1 Bache, West Bromwich

TOMPKINS, GEORGE FREDERICK, Yarmouth, Licensed Victualler Sept 1 Nash & Co, Queen st, Cheapside

TOOGOOD, ROBERT JOHN, Upper Bedford pl Aug 17 Jones, Mark lane

VYSE, WILLIAM, Hertford, Farmer Aug 31 Wood, Finsbury circus

WAUDBY, HANNAH, Northampton July 30 Becke & Green, Northampton

WALL, THOMAS, Peckham Sept 1 Stuckey & Co, Brighton

WHITWORTH, WILLIAM, Hurst, nr Ashton under Lyne Aug 31 Whitworth, Ashton under Lyne

WILSON, JOHN, Newbottle, Durham Aug 17 Wilford & Son, Sunderland

WOOD, JAMES ALFRED, Ashton on Mersey, Chester Aug 12 Walter Robson, Manchester

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, July 24.

RECEIVING ORDERS.

BAIN, JANE SARAH, Kingston on Thames Kingston, Surrey Pet July 21 Ord July 21

BARNETT, WILLIAM PENTON, Whitchurch, Southampton, Haulier Salisbury Pet July 22 Ord July 22

BEALE, FRED, Kettering, Boot Manufacturer Northampton Pet July 21 Ord July 21

BECKETT BROS, Maidstone, Kent, Bicycle Makers Maidstone Pet July 17 Ord July 20

BENNERS, JOSEPH WILLIAM, Thorne, Yorks, Farm Bailiff Sheffield Pet July 21 Ord July 21

BOLT, HENRY PEARCE, Newport, Mon, Grocer Newport, Mon Pet July 21 Ord July 21

BRITTLE, SAMUEL, Nottingham, Solicitor Nottingham Pet July 13 Ord July 22

BULLER, JAMES, Williton, Somerset, Mason Taunton Pet July 20 Ord July 20

BURNIE, JOHN, Southport, Travelling Draper Liverpool Pet July 4 Ord July 22

CHEALS, TOM, Gt Grimsby, Tobacconist Gt Grimsby Pet July 21 Ord July 21

CHEEN, GEORGE, Aberdare, Carpenter Pontypridd Pet July 20 Ord July 20

CHETWYND, WALTER J B, Maidenhead, Berks Windsor Pet April 9 Ord July 18

COATES, JOHN SEAMER, Farndale, Yorks, Farm Labourer Northallerton Pet July 22 Ord July 22

COLLINS, THOMAS, Sheffield Sheffield Pet July 20 Ord July 20

COLTMAN, ALFRED, High Wycombe, Bucks, Auctioneer Aylesbury Pet July 8 Ord July 20

CURTIS, WILLIAM JOHN, Worcester, Clerk Worcester Pet July 21 Ord July 21

DAVIE, GEORGE WASHINGTON, Swansea, Colliery Salesman Swansea Pet July 21 Ord July 21

HALL, STEPHEN, Salford, Lancs, Coal Merchant Salford Pet July 20 Ord July 20

HARVEY, WILLIAM M, Theale, Somerset, Cattle Dealer Wells Pet July 9 Ord July 20

HODGE, RICHARD HENRY, Hampstead, Costume Manufacturer High Court Pet July 21 Ord July 21

HOLDEN, FREDERICK MESSENGER, Birmingham, Printer Birmingham Pet July 21 Ord July 21

JAMES, JOHN EVAN, Cardiff, Commission Agent Cardiff Pet July 17 Ord July 17

JOHN WILLIAM SWAIN & Co, Cardiff, Oil Brokers Cardiff Pet June 2 Ord July 21

LEAT, HENRY, Gloucester, Bookbinder Gloucester Pet July 20 Ord July 20

MASTER, GEORGE STREYNSHAM HOSKINS, Haymarket High Court Pet June 23 Ord July 22

MELROSE SPECIALITIES MANUFACTURING Co, Newcastle on Tyne, Cash Till Manufacturers Newcastle on Tyne Pet July 3 Ord July 22

PHILPOTTS, STEPHEN, Worcester, Market Gardener Worcester Pet July 20 Ord July 20

POUNTNEY, ROWLAND, Northfield, Worcs, Carpenter Birmingham Pet July 18 Ord July 18

PRICE, WILLIAM, Eckington, Worcs, Market Gardener Worcester Pet July 22 Ord July 22

RICHARDSON, WILLIAM ALFRED, Camberwell, Builder High Court Pet July 1 Ord July 22

ROBINSON, FREDERICK HENRY, Tufnell Park rd, Pianoforte Tuner High Court Pet July 20 Ord July 20
ROWE, ARTHUR, Liverpool, General Produce Broker Liverpool Ord July 20
THOMAS, ROBERT, Caellwyngrydd, Labourer Bangor Pet July 21 Ord July 21
TURBILL, WILLIAM, Little Cowarne, Herefords, Blacksmith Worcester Pet July 21 Ord July 21
TURNER, JAMES CROOK, Liverpool, Music Seller Liverpool Pet June 17 Ord July 21
UGLOW, WYMOND CORY, Lifton, Devon, Farmer Plymouth Pet July 21 Ord July 21
VASS, WILLIAM, Ampthill, Beds, Baker Bedford Pet July 22 Ord July 22
WILLIAMS, JOHN, Penygraig, Glam, Grocer Pontypridd Pet July 18 Ord July 18
WILLIAMS, HENRY JAMES, Carmarthen, Watch Jobber Carmarthen Pet July 20 Ord July 20

Amended notice substituted for that published in the London Gazette of April 14:

BRITTAIN, WILLIAM, Lewisham, Builder Greenwich Pet April 1 Ord April 1

FIRST MEETINGS.

AIKMAN, ALFRED, Kingston upon Hull, Surgeon July 31 at 11 Off Rec, Trinity House ln, Hull
BARSBY, WILLIAM, Nottingham, Packing Case Maker July 31 at 12 Off Rec, St Peter's Church Walk, Nottingham
BETTY, JAMES, Neyland, Pembroke, Butcher Aug 1 at 11 Off Rec, 4, Queen st, Carmarthen
BULLER, JAMES, Williton, Somerset, Mason Aug 1 at 11 Off Rec, 5a, Hammett st, Taunton
CLARKE, ISAAC, and JOSEPH CLARKE, Leicester, Carriage Builders July 31 at 12.30 Off Rec, 1, Berridge st, Leicester
CLEGG, OATES, Halifax, Warehouseman Aug 1 at 11 Off Rec, Halifax
CROFT, EDMOND JOHN, Bournemouth, Printer July 31 at 1 Off Rec, Salisbury
EDEN, ISAAC, St Helens, Lancs Aug 5 at 12 Off Rec, 35, Victoria st, Liverpool
ENGLISH, HENRY, Nottingham July 31 at 11 Off Rec, St Peter's Church walk, Nottingham
FINCH, ARTHUR, Streatham July 31 at 11.30 24, Railway app, London Bridge
FREW, JAMES ANDREW, and THOMAS PIMLOTT CHORLTON, Manchester, Upholsterers' Warehousemen Aug 5 at 3 Ogden's chmbrs, Bridge st, Manchester
GREAVES, GEORGE, and JAMES ROBERTSHAW, Leeds July 31 at 11 Off Rec, 22, Park row, Leeds
GREENFIELD, ESTHER, Worthing, China Dealer July 31 at 12.30 Off Rec, 24, Railway app, London Bridge
HALL, ERNEST ALBERT, Hackney, Provision Merchant July 31 at 12 Bankruptcy bldgs, Carey st
HARRIS, JOSEPH, Eastbourne, Horse Dealer Aug 5 at 1 Coles & Sons, Seaside rd, Eastbourne
HAYES, WILLIAM, Canonbury, Merchant July 31 at 11 Bankruptcy bldgs, Carey st
HARSLEY, GEORGE LEGGOTT, Didsbury, Lancs, Furniture Dealer Aug 5 at 2.30 Ogden's Chmbrs, Bridge st, Manchester
HEATON, RICHARD, Manchester, Manufacturer Aug 6 at 3 Ogden's chmbrs, Bridge st, Manchester
HOBSON, Stanley, Westfield Park, Pinner Aug 4 at 3 Off Rec, 95, Temple chmbrs, Temple avnue
HUGHES, ROBERT, Britonferry, Glam, Labourer July 31 at 12 Off Rec, 31, Alexandra rd, Swansea
LYONS, HENRY, Cardiff, Furniture Dealer July 31 at 11 Off Rec, 29, Queen st, Cardiff
MORRIS, EDWARD, Llangollen, Denbigh, Farmer Aug 1 at 11.30 The Priory, Wrexham
MUGFORD, RICHARD LEAR, Swindon, Wilts, Tailor July 31 at 10 Off Rec, 46, Cricklade st, Swindon
PEARCE, JAMES, Puddletown, Dorset, Butcher July 21 at 12.30 Off Rec, Salisbury
PEART, ARTHUR, Kelby, Lincs, Farmer Aug 12 at 12 48, High st, Boston
PUGH, JAMES BENJAMIN, Rotherham, Yorks, Baker July 31 at 2 Off Rec, Figtree lane, Sheffield
ROBINSON, FREDERICK HENRY, Tufnell Park rd, Pianoforte Tuner July 31 at 12 Bankruptcy bldgs, Carey st
STEPHENSON, H P, Southport, Lancs, Stockbroker Aug 5 at 2.30 Off Rec, 35, Victoria st, Liverpool
SUMMERS, ARTHUR FREDERICK, Pontypridd, Pork Butcher July 31 at 3 65, High st, Merthyr Tydfil
TALMEY, ALFRED, Hove, Provision Merchant July 31 at 3 Off Rec, 4, Pavilion bldgs, Brighton
TOMKINSON, ARTHUR, Oldham, Innkeeper July 31 at 11 Bank chmbrs, Queen st, Oldham
WATTON, AMELIA, Notting hill, Outfitter July 31 at 11 Bankruptcy bldgs, Carey st
WREN, ERNEST, Dowend, Glos Aug 12 at 11.45 Off Rec, Bank chmbrs, Corn st, Bristol

Amended notice substituted for that published in the London Gazette of July 21:

WEATHERILT, JOHN FREDERICK, Hartlepool, Draper July 29 at 5 Royal Hotel, West Hartlepool

ADJUDICATIONS.

BAIN, JANE SARAH, Kingston on Thames Kingston, Surrey Pet July 12 Ord July 21
BARNETT, WILLIAM PENTON, Whitchurch, Southampton, Haulier Salisbury Pet July 22 Ord July 22
BARSBY, WILLIAM, Nottingham, Packing Case Maker Nottingham Pet July 16 Ord July 20
BEALE, FRED, Kettering, Boot Manufacturer Northampton Pet July 21 Ord July 21
BREVERS, JOSPH WILLIAM, Thorne, Yorks, Farm Bailiff Sheffield Pet July 21 Ord July 21
BETTY, JAMES, Neyland, Pembs, Butcher Pembroke Dock Pet July 11 Ord July 20
BOLT, HENRY PEARCE, Newport, Mon, Grocer Newport, Mon Pet July 20 Ord July 21
BULLER, JAMES, Williton, Somerset, Mason Taunton Pet July 20 Ord July 20
BURNIE, JOHN, Southport, Travelling Draper Liverpool Pet June 30 Ord July 22
CHEALS, TOM, Gt Grimsby, Tobacconist Gt Grimsby Pet July 21 Ord July 21
CHEEN, GEORGE, Aberdare Junction, Carpenter Pontypridd Pet July 20 Ord July 20
COATES, JOHN SEAMER, Farndale, Yorks, Farm Labourer Northallerton Pet July 21 Ord July 22
COLLETT, WILLIAM, Headington, Oxford, Farmer Oxford Pet June 20 Ord July 18
COLLINS, THOMAS, Sheffield, Eating-house Keeper Sheffield Pet July 20 Ord July 20
CROFT, EDMOND JOHN, Bournemouth Poole Pet July 9 Ord July 20
CURTIS, WILLIAM JOHN, Worcester, Clerk Worcester Pet July 21 Ord July 21
DAVIE, GEORGE WASHINGTON, Swansea, Colliery Salesman Swansea Pet July 21 Ord July 21
EDGERTON, EMILY, Sparkbrook, Birmingham, Butcher Birmingham Pet July 16 Ord July 20
ETHERTON, HARRY HUGH PARKER, and HARVEY PARKER ETHERTON, Worthing, General Masons Brighton Pet July 14 Ord July 22
EVANS, DAVID, South Shields Newcastle on Tyne Pet May 7 Ord July 18
GLASS, ROBERT ALEXANDER, and JOHN WALKER MEADOWCROFT, Stafford, Grocers Stafford Pet May 14 Ord June 10
HAMMOND, GEORGE BROWN, and ARTHUR WARREN HAMMOND, Treforest, Glam, Tinplate Manufacturers Pontypridd Pet July 6 Ord July 22
HAYES, WILLIAM, Canonbury, Merchant High Court Pet June 24 Ord July 22
HODGE, RICHARD HENRY, Oxford st, Costume Manufacturer High Court Pet July 21 Ord July 21
HOLDEN, FREDERICK MESSENGER, Birmingham, Printer Birmingham Pet July 21 Ord July 22
JAMES, JOHN EVAN, Cardiff, Commission Agent Cardiff Pet July 17 Ord July 17
KING, FREDERICK, St Leonards on Sea Hastings Pet July 17 Ord July 17
LEAT, HENRY, Gloucester, Bookbinder Gloucester Pet July 20 Ord July 20
LEDLIE, THOMAS MACKENZIE, Broad st House High Court Pet March 4 Ord July 22
LEWIS, JANE, Swansea Swansea Pet July 14 Ord July 18
LEWIS, JOHN JONES, Swansea, Licensed Victualler Swansea Pet July 14 Ord July 18
MACKIE, FRANCIS WATSON, King st, St James's High Court Pet Mar 4 Jrd July 21
PAYNE, HARRIET, Hatfield, Herts, Saddler St Albans Pet July 1 Ord July 21
PEARCE, JAMES, Puddletown, Dorset, Butcher Dorchester Pet June 24 Ord July 22
PHILPOTTS, STEPHEN, Worcester, Market Gardener Worcester Pet July 20 Ord July 20
POUNTNEY, ROWLAND, Northfield, Worcs, Carpenter Birmingham Pet July 18 Ord July 21
PRICE, WILLIAM, Eckington, Worcs Market Gardener Worcester Pet July 22 Ord July 22
PUTZ, HELEN, Gt St Helens, General Merchant High Court Pet June 24 Ord July 21
ROBINSON, FREDERICK HENRY, Tufnell Park road, Pianoforte Tuner High Court Pet July 20 Ord July 20
SAUNDERS, ARCHIMEDES, Birmingham, Provision Dealer Birmingham Pet July 15 Ord July 21
SIDWELL, WILLIAM, Birmingham, Baker Birmingham Pet July 7 Ord July 21
SMITH, JACOB, Middlesborough, Pawnbroker Stockton on Tees Pet June 27 Ord July 20
THOMAS, ROBERT, Caellwyngrydd, Labourer Bangor Pet July 21 Ord July 21
TRYHORN, GEORGE, Bow, Dairyman High Court Pet May 15 Ord July 20
TURBILL, WILLIAM, Little Cowarne, Herefords, Blacksmith Worcester Pet July 21 Ord July 21
UGLOW, WYMOND CORY, Lifton, Devons, Farmer Plymouth Pet July 21 Ord July 21
VASS, WILLIAM, Ampthill, Beds, Baker Bedford Pet July 20 Ord July 22
WILLIAMS, JOHN, Penygraig, Glam, Grocer Pontypridd Pet July 18 Ord July 18

Amended notice substituted for that published in the London Gazette of April 14:

BRITTAIN, WILLIAM, Lewisham, Butcher Greenwich Pet April 1 Ord April 1

London Gazette.—TUESDAY, July 28.

RECEIVING ORDERS.

BAKER, I W, Featherstone bldgs, Holborn, Builder Canterbury Pet April 10 Ord July 24
BARNARD, JOHN, Lowestoft, Smackowner Great Yarmouth Pet July 25 Ord July 25
BATHAM, THOMAS, Netherton, Worcs, Charter Master Dudley Pet July 20 Ord July 20
BINNEY, GEORGE HAYWARD, Bideford, Devon Barnstaple Pet April 2 Ord July 24
BROKENSHIRE, NICHOLAS, Borough High st, Solicitor High Court Pet July 21 Ord July 25
BROWNE, C E GORE, Wandsworth Common, Surrey, Lieutenant Colonel Wandsworth Pet June 4 Ord July 23
BURDETT, CHARLES WILLIAM BATES, Mentmore ter, London fields, Boot Manufacturer High Court Pet July 23 Ord July 23
CHARLTON, THOMAS, Castle Chare, Durham, Innkeeper Durham Pet July 24 Ord July 24
COLLINS, ALFRED, Gt Marlow, Bucks, General Dealer Aylesbury Pet July 25 Ord July 25
DAVIDSON, JOHN JAMES, Carlisle, Cycle Agent Carlisle Pet July 24 Ord July 24
DUHAN, HARRY TAYLOR, West Kensington High Court Pet July 7 Ord July 24
EVANS, EVAN, Wrexham, Insurance Agent Wrexham Pet July 23 Ord July 23
FEATHER, JAMES, Oxenhope, Yorks, Wool Dealer Bradford Pet July 24 Ord July 24
FLETCHER, CHARLES JOSEPH, Old Kent rd, Draper High Court Pet July 23 Ord July 23
GARDINER, EDWARD HENRY, Abinghall, Glos, Grocer Gloucester Pet July 24 Ord July 24
GORING, GEORGE, Stourbridge Stourbridge Pet July 18 Ord July 18
GRIDLEY, GEORGE, Bristol, Grocer Bristol Pet July 21 Ord July 24
GRIFFITHS, WILLIAM HENRY, Ashton in Makerfield, Lancs, Grocer Wigan Pet July 22 Ord July 22
GROCOCK, JOHN TOMLINSON, Builth, Brecon, Plumber Newton Pet July 24 Ord July 24
HARTLEY, JAMES, Southport, Hosier Liverpool Pet July 15 Ord July 23
HAYWARD, ERNEST MALCOLM, Cross st, Hatton grdn High Court Pet May 28 Ord July 24
HIRST, PHINEAS, Bradford, Yorks, Stuff Manufacturer Bradford Pet July 6 Ord July 23
HOWETT, ROBERT, Haymarket High Court Pet June 29 Ord July 24
HUDSON, RICHARD, Bingley, Yorks, Innkeeper Bradford Pet July 23 Ord July 23
LANE, CECIL, Dudley, Worcs, Accountant Dudley Pet July 13 Ord July 21
LOCK, WILLIAM, Exeter, Furniture Broker Exeter Pet July 23 Ord July 23
MANN, FRANCIS EDWARD, Deal, Plumber Canterbury Pet July 24 Ord July 24
MARTIN, ADAM, Forest Gate, Essex, Butcher High Court Pet July 23 Ord July 23
MILLARD, THOMAS EDWARD, Shaw, Lancs, Watchmaker Oldham Pet July 24 Ord July 24
MOORE, C G M, Portland mans High Court Pet July 9 Ord July 22
MOSS, JAMES, Margate, Civil Engineer Canterbury Pet May 23 Ord July 24
MUMFORD WILLIAM, Waltham Cross, Herts Edmonton Pet July 23 Ord July 23
PHILLIPS, JAMES, Yarmouth, I W, Boot Salesman Newport Pet July 25 Ord July 25
POUND, CHARLES, Chisledon, Wilts, Licensed Victualler Swindon Pet July 23 Ord July 23
RANDELL, GEORGE, Bradford on Avon, Wilts, Coal Merchant Bath Pet July 23 Ord July 23
RANKIN, WILLIAM, Bath, Boot Maker Bath Pet July 23 Ord July 23
REES, JOHN, Pontygwaith, Glam, Builder Pontypridd Pet July 24 Ord July 24
RICHARDS, BARNES, Penzance, Auctioneer Truro Pet July 23 Ord July 23
RIX, ROBERT, Tasburgh, Norfolk, Builder Norwich Pet July 24 Ord July 24
SIMPSON, JOSEPH, Middlesborough, Insurance Agent Stockton on Tees Pet July 24 Ord July 24
SMITH, CHARLOTTE, and FRANCES MOON, Hastings Hastings Pet July 23 Ord July 23
SNOWDON, JOHN, Darlington, Chemist Stockton on Tees Pet July 24 Ord July 24
TOOTELL, THOMAS HUGH, Manchester, Hosier Manchester Pet July 4 Ord July 24
WILKINSON, FRANCIS, Cheetham, Manchester Salford Pet July 24 Ord July 24
WOOLLACOTT, CHARLES, and EDWIN PEARCE, Cardiff, Builders Cardiff Pet July 23 Ord July 23

Amended notice substituted for that published in the London Gazette of July 3:

OSTLE, WILSON, Carlisle, Farmer Cockermouth Pet June 29 Ord June 29

FIRST MEETINGS.

ANDERSON, JOHN, Newcastle on Tyne, Provision Agent Aug 5 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
BATHAM, THOMAS, Netherton, Worcs, Charter Master Aug 6 at 10.45 Off Rec, Dudley
BAYLISS, ALBERT, Finsbury Park, Furniture Dealer Aug 4 at 11 Bankruptcy bldgs, Carey st
BEARD, FREDERICK FRAMPTON, Kingston, Surrey, Licensed Victualler Aug 5 at 11.30 24, Railway app, London Bridge
BENTLEY, BENJAMIN, Burley in Wharfedale, Yorks, Grocer Aug 5 at 12 Off Rec, 22, Park row, Leeds
BONE, FRANCIS, Middlesborough, Dentist Aug 5 at 3 Off Rec, 8, Albert rd, Middlesborough
BURT, SAMUEL, Plymouth, Labourer Aug 5 at 11 10, Athenæum ter, Plymouth
CARTER, THOMAS, Waltham Abbey, Market Gardener Aug 7 at 3 Off Rec, Temple chmbrs
CLAYTON, JOHN WILLIAM, Sheffield, Steel Manufacturer Aug 4 at 2.30 Off Rec, Figtree lane, Sheffield
COLLINS, THOMAS, Sheffield Aug 4 at 2 Off Rec, Figtree lane, Sheffield
COOKE, WILLIAM, Birmingham Aug 6 at 11 23, Colmore row, Birmingham
CURTIS, WILLIAM JOHN, Wylds lane, Worcester, Clerk Aug 5 at 11.30 Off Rec, 45, Copenhagen st, Worcester
DAVIE, GEORGE WASHINGTON, Swansea, Colliery Salesman Aug 6 at 12 Off Rec, 31, Alexandra rd, Swansea
DAY, WILLIAM ALTOFT, Howaham, Lincs, Carrier Aug 5 at 11 Off Rec, 15, Osborne st, Gt Grimsby
DEFTY, HENRY, New Cross, Geologist Aug 4 at 2.30 Bankruptcy bldgs, Carey st
DUNN, HENRY, Prestwood, nr Stourbridge, Blacksmith Aug 11 at 2 Talbot Hotel, Stourbridge
EDGERTON, EMILY, Sparkbrook, Birmingham Aug 7 at 11 23, Colmore row, Birmingham
FREEMAN, THOMAS, West Bromwich, Baker Aug 5 at 2 County Court, West Bromwich
GORING, GEORGE, Stourbridge Aug 11 at 2.15 Talbot Hotel, Stourbridge
GREEN, BENJAMIN, and SAMUEL GREEN, West Bromwich Aerated Water Manufacturers Aug 6 at 10 Off Rec, Dudley
GRIFFITHS, WILLIAM HENRY, Ashton in Makerfield, Lancs, Grocer Aug 5 at 11 16, Wood st, Bolton
HALL, STEPHEN, Salford, Lancs, Coal Merchant Aug 6 at 2.30 Ogden's chmbrs, Bridge st, Manchester
HAMMOND, GEORGE BROWN, and ARTHUR WARREN HAMMOND, Treforest, Glam, Tinplate Manufacturers Aug 3 at 12 Off Rec, 29, Queen st, Cardiff
HODGE, RICHARD HENRY, Oxford street, Costume Manu-

facturer Aug 11 at 12 Bankruptcy buildings, Carey st

JAMES, JOHN EVAN, Cardiff, Commission Agent Aug 13 at 3 Off Rec, 29, Queen st, Cardiff

LANE, CECIL BRUCE, Dudley, Worcs, Accountant Aug 6 at 10.30 Off Rec, Dudley

LEECH, WILLIAM, Colebatch, Salop, Farmer Aug 4 at 4 Castle Hotel, Bishop's Castle

LEES, JOHN, and PESCOD PERCY, West Bromwich, Coal Merchants Aug 5 at 2.10 County Court, West Bromwich

LEWIS, JANE, Swansea Aug 7 at 12 Off Rec, 31, Alexandra rd, Swansea

LEWIS, JOHN JONES, Swansea, Licensed Victualler Aug 7 at 12.30 Off Rec, 31, Alexandra rd, Swansea

MARTIN, ADAM, Forest Gate, Essex, Butcher Aug 5 at 12.30 Bankruptcy bldgs, Carey st

MASTER, GEORGE STREYNSHAM HOSKINS, Haymarket Aug 5 at 2.30 Bankruptcy bldgs, Carey st

MOORE, C G M, Portland mans Aug 6 at 2.30 Bankruptcy bldgs, Carey st

MOULD, ROBERT LENIUS, Handsworth, Staffs, Cattle Dealer Aug 11 at 11 23, Colmore row, Birmingham

ODDY, ARTHUR, Hastings, Picture Frame Maker Aug 10 at 12 Young & Sons, Bank bldgs, Hastings

OSTLE, WILSON, Carlisle, Farmer Aug 7 at 12 Off Rec, 29, Lowther st, Carlisle

PHILPOTTS, STEPHEN, Worcester, Market Gardener Aug 5 at 11 Off Rec, 45, Copenhagen st, Worcester

PHILLIPS, JAMES, Yarmouth, I W, Boot Salesman Aug 10 at 11 Off Rec, Newport, I W

POUT, HENRY, Paddock Wood, Kent, Farm Labourer Aug 6 at 11.30 C J Parris, 65, High st, Tunbridge Wells

PRICE, WILLIAM, Eckington, Worcs, Market Gardener Aug 6 at 11.30 Off Rec, 45, Copenhagen st, Worcester

RICHARDSON, WILLIAM ALFRED, Camberwell, Builder Aug 6 at 12 Bankruptcy bldgs, Carey st

SELBY, WILLIAM, Cardigan, Draper Aug 7 at 2 Off Rec, 4, Queen st, Carmarthen

SHELDON, HENRY JAMES, Warwick, Esq Aug 5 at 1 White Lion Hotel, Banbury

SIDWELL, WILLIAM, Birmingham, Baker Aug 7 at 12 23, Colmore row, Birmingham

SMITH, TOM SEYMOUR, Brighton, House Decorator Aug 7 at 11 Off Rec, 4, Pavilion bldgs, Brighton

STANDISH, ANN, Birmingham Aug 5 at 2.5 County Court, West Bromwich

STROUD, GEORGE CLARKE, West Stafford, Dorset, Carpenter Aug 4 at 12.30 Off Rec, Salisbury

TURBILL, WILLIAM, Little Cowarne, Hereford, Blacksmith Aug 6 at 11 Off Rec, 45, Copenhagen st, Worcester

TYLER, WILLIAM, Kensington, Sculptor Aug 19 at 12 Bankruptcy bldgs, Carey st

WALKER, EDWARD BENJAMIN, Leeds, Theatrical Property Maker Aug 5 at 11 Off Rec, 22, Park row, Leeds

WEST, ANN ELIZABETH, Ventnor, I W Aug 10 at 11.30 Off Rec, Newport, I W

WHITEHEAD, JOHN, Bridgend, Glam, Market Gardener Aug 7 at 11 Off Rec, 29, Queen st, Cardiff

WILKINSON, GEORGE, Southport, Commercial Agent Aug 5 at 3.30 Off Rec, 35, Victoriast, Liverpool

WILLIAMS, RICHARD JOHN PAGE, Tetsworth, Oxon, Farmer Aug 5 at 12 30 24, Railway app, London Bridge

WYTHES, JOSEPH, Dudley, Worcs, Grocer Aug 6 at 10.15 Off Rec, Dudley

ADJUDICATIONS.

AIKMAN, ALFRED, Kingston upon Hull, Surgeon Kingston upon Hull Pet July 6 Ord July 23

BARNARD, JOHN, Lowestoft, Smackowner Gt Yarmouth Pet July 24 Ord July 25

BATHAM, THOMAS, Netherton, Worcs, Charter Master Dudley Pet July 20 Ord July 20

BURDETT, CHARLES WILLIAM BATES, Mentmore ter, London Fields, Boot Manufacturer High Court Pet July 23 Ord July 23

CHARLTON, THOMAS, Castle Chare, Durham, Innkeeper Durham Pet July 24 Ord July 24

CHETWYND, WALTER J B, Maidenhead, Berks Windsor Pet March 30 Ord July 22

COOKE, WILLIAM, Birmingham Birmingham Pet July 16 Ord July 24

COOPER, HERBERT W, Whitcomb st, Hotel Proprietor High Court Pet April 10 Ord July 23

CURNOW, FRANCIS, New Barnet, Herts Barnet Pet July 16 Ord July 22

DAVIDSON, JOHN JAMES, Carlisle, Cycle Agent Carlisle Pet July 24 Ord July 24

DAVIS, WILLIAM, Birmingham, Cabinet Maker Birmingham Pet June 27 Ord July 25

EARP, EDMUND, Aston-juxta-Birmingham, Baker Birmingham Pet July 1 Ord July 22

EVANS, EVAN, Wrexham, Insurance Agent Wrexham Pet July 23 Ord July 23

FEATHER, JAMES, Oxenhope, Yorks, Wool Dealer Bradford Pet July 24 Ord July 24

GARDINER, EDWARD HENRY, Abinghall, Glos, Grocer Gloucester Pet July 24 Ord July 24

GORING, GEORGE, Stourbridge Stourbridge Pet July 18 Ord July 18

GRIFFITHS, WILLIAM HENRY, Ashton in Makerfield, Lancs, Grocer Wigan Pet July 22 Ord July 22

HALL STEPHEN, Salford, Lancs, Coal Merchant Salford Pet July 20 Ord July 25

HARTLEY, JAMES, Southport, Hosier Liverpool Pet July 14 Ord July 23

HUDSON, RICHARD, Eldwick, Yorks, Innkeeper Bradford Pet July 23 Ord July 23

LOCK, WILLIAM, Exeter, Furniture Broker Exeter Pet July 23 Ord July 23

MANN, FRANCIS EDWARD, Deal, Plumber Canterbury Pet July 24 Ord July 24

MARTIN, ADAM, Forest Gate, Butcher High Court Pet July 23 Ord July 23

MILLARD, THOMAS EDWARD, Shaw, Lancs, Watchmaker Oldham Pet July 24 Ord July 24

MONNERY, WALTER, Southwark Bridge rd, Wholesale Ironmonger High Court Pet July 2 Ord July 23

MOORE, J W, Keighley, Pianoforte Dealer Bradford Pet June 25 Ord July 25

MOULD, ROBERT LENIUS, Handsworth, Staffs, Cattle Dealer Birmingham Pet July 17 Ord July 24

MUMFORD, WILLIAM, Waltham Cross, Herts Edmonton Pet July 23 Ord July 23

PEEL, WILLIAM, Prestwich, Architect Manchester Pet June 29 Ord July 25

PHILLIPS, JAMES, Yarmouth, I of W, Boot Salesman Newport Pet July 25 Ord July 25

POUND, CHARLES, Chisledon, Wilts, Licensed Victualler Swindon Pet July 23 Ord July 23

RANKIN, WILLIAM, Bath, Bootmaker Bath Pet July 23 Ord July 23

REES, JOHN, Pontygwaith, Glam, Builder Pontypridd Pet July 23 Ord July 24

RICHARDS, BARNES, Penzance, Cornwall, Auctioneer Truro Pet July 23 Ord July 25

RIX, ROBERT, Tasburgh, Norfolk, Builder Norwich Pet July 24 Ord July 24

SIMPSON, JOSEPH, Middlesborough, Insurance Agent Stockton on Tees Pet July 24 Ord July 24

SNOWDON, JOHN, Darlington, Chemist Stockton on Tees Pet July 24 Ord July 24

TOOTELL, THOMAS HUGH, Manchester, Hosier Manchester Pet July 4 Ord July 25

WILKINSON, FRANCIS, Cheetham, Manchester Salford Pet July 24 Ord July 24

WOOLLACOTT, CHARLES, and EDWIN PREECE, Cardiff, Builders Cardiff Pet July 21 Ord July 23

ADJUDICATION ANNULLED.

GIBSON, ALBERT GEORGE, Leeds, Rent Collector Leeds Adjud Mar 26, 1889 Annul July 16, 1896

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

MARTIN, ARTHUR JAMES, Landport, Hants, Grocer Portsmouth Rec Ord May 15 Adjud May 16 Annul and Resc July 22

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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